

Campus Crest Communities, Inc.  
Form DEFM14A  
December 07, 2015

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 14A**

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

Filed by the Registrant

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Check the appropriate box:

Preliminary Proxy Statement

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Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material under §240.14a-12

**Campus Crest Communities, Inc.**  
(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

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**2100 Rexford Road, Suite 414,**

**Charlotte, North Carolina 28211**

**December 7, 2015**

Dear Stockholder,

You are cordially invited to attend the 2015 annual meeting of stockholders of Campus Crest Communities, Inc., a Maryland corporation (“Campus Crest”), which will be held at our corporate headquarters at 2100 Rexford Road, Suite 414, Charlotte, North Carolina 28211, on January 26, 2016 at 10:00 a.m., Eastern Time, unless adjourned or postponed to a later date (the “Annual Meeting”). The board of directors of Campus Crest (the “Board of Directors”) is using the enclosed proxy statement to solicit proxies to be voted at our Annual Meeting. Campus Crest is sending these materials to its stockholders to help them decide how to vote their shares of Campus Crest common stock with respect to the proposed Merger (as hereinafter defined) and the other matters to be considered at the Annual Meeting.

As Campus Crest previously announced, on October 16, 2015, Campus Crest, HSRE Quad Merger Parent, LLC, a Delaware limited liability company (“Parent”), HSRE Quad Merger Sub, LLC, a Maryland limited liability company and wholly owned subsidiary of Parent (“Merger Sub”), and CCGSR, Inc., a Delaware corporation, entered into an Agreement and Plan of Merger that provides for the acquisition of Campus Crest by Parent (such agreement, as it may be amended from time to time, the “Merger Agreement”). Upon the terms and subject to the conditions of the Merger Agreement, Campus Crest will merge with and into Merger Sub, with Merger Sub surviving the Merger as a wholly owned subsidiary of Parent (the “Merger”). Parent is an affiliate of Harrison Street Real Estate Capital, LLC. If the Merger is completed, you, as a holder of common stock of Campus Crest Communities, Inc., will be entitled to receive, in exchange for each share of Campus Crest common stock that you own, (i) \$6.97 in cash (the “Cash Consideration”), and (ii) a pro rata share (currently estimated to be up to \$0.04 per share based on the CAD/\$ exchange rate as of December 1, 2015) of distributions from certain funds held in escrow following Campus Crest’s disposition of its interests in its former Montreal joint venture (the “Contingent Consideration,” and together with the Cash Consideration, the “Merger Consideration”) as more fully described in the enclosed proxy statement. If all or a portion of the Contingent Consideration has not been released from escrow prior to the effective time of the Merger, the Contingent Consideration will instead be paid in the form of one non-transferable contingent value right (“CVR”) for each share of Campus Crest common stock, with each CVR representing the right to receive a pro rata share of the escrowed funds if and when they are released from escrow.

**The Board of Directors unanimously determined that the Merger, the terms of the Merger Agreement and the other transactions contemplated by the Merger Agreement are advisable, fair to, and in the best interests of, Campus Crest and our stockholders and approved and declared advisable the Merger Agreement, the Merger**

**and the other transactions contemplated by the Merger Agreement.**

At the Annual Meeting, you will be asked to approve the Merger and the Merger Agreement and to vote on other Merger-related and Annual Meeting matters. **The Board of Directors unanimously recommends that you vote “FOR” the approval of the Merger and the Merger Agreement.**

The Merger and the Merger Agreement must be approved by the affirmative vote of the holders of a majority of the outstanding shares of common stock of Campus Crest entitled to vote thereon as of the close of business on the record date for the Annual Meeting. The proxy statement accompanying this letter provides you with more specific information about the Annual Meeting, the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement. We encourage you to read carefully the enclosed proxy statement, including the exhibits. You may also obtain more information about Campus Crest from us or from documents we have filed or may file with the Securities and Exchange Commission.

**Your vote is very important regardless of the number of shares of common stock that you own. If you fail to vote by proxy or in person, or fail to instruct your broker on how to vote, it will have the same effect as a vote against approval of the Merger and the Merger Agreement. Therefore, whether or not you plan to attend the Annual Meeting, we request that you authorize your proxy by either completing and returning the enclosed proxy card in the postage-paid envelope as promptly as possible or submitting your proxy or voting instructions by telephone or Internet. The enclosed proxy card contains instructions regarding voting. If you are a stockholder of record or the holder of a valid proxy and attend the Annual Meeting, you may continue to have your shares voted as instructed in the proxy, or you may withdraw your proxy at the Annual Meeting and vote your shares in person.**

If you have any questions or need assistance voting your shares of common stock, please contact Innisfree M&A Incorporated, our proxy solicitor, by calling toll-free at (888) 750-5834, and banks and brokers may call collect at (212) 750-5833.

On behalf of the Board of Directors, thank you for your continued support.

Sincerely,

David Coles  
*Interim Chief Executive Officer*  
Campus Crest Communities, Inc.

The enclosed proxy statement is dated December 7, 2015 and, together with the enclosed proxy card, is first being mailed to our stockholders on or about December 9, 2015.

**2100 Rexford Road, Suite 414,**

**Charlotte, North Carolina 28211**

**December 7, 2015**

**NOTICE OF ANNUAL MEETING OF STOCKHOLDERS TO BE HELD ON**

To the Stockholders of Campus Crest Communities, Inc.:

You are cordially invited to attend the annual meeting of stockholders of Campus Crest Communities, Inc. (“Campus Crest”) to be held on January 26, 2016 at 10:00 a.m., Eastern Time, at 2100 Rexford Road, Suite 414, Charlotte, North Carolina 28211 unless adjourned or postponed to a later date (the “Annual Meeting”). The Annual Meeting is being held for the following purposes:

1. to approve the merger of Campus Crest with and into HSRE Quad Merger Sub, LLC, an affiliate of Harrison Street Real Estate Capital, LLC (the “Merger”), pursuant to that certain Agreement and Plan of Merger dated as of October 16, 2015 (as may be amended from time to time, the “Merger Agreement”), by and among Campus Crest, HSRE Quad Merger Parent, LLC, HSRE Quad Merger Sub, LLC and CCGSR, Inc.;
2. to approve on an advisory (non-binding) basis the compensation that may become payable to Campus Crest’s named executive officers in connection with the Merger (the “Merger-Related Compensation Proposal”);
3. to approve any adjournments of the Annual Meeting for the purpose of soliciting additional proxies if there are not sufficient votes at the Annual Meeting to approve the Merger and the Merger Agreement (the “Adjournment Proposal”);
4. to elect eight (8) directors to hold office until our 2016 annual meeting of stockholders and until their successors have been duly elected and qualified, or, if earlier, until the closing of the Merger;
5. to ratify the selection by Campus Crest’s audit committee of Grant Thornton LLP as Campus Crest’s independent registered public accounting firm for the year ending December 31, 2015;

6. to approve on an advisory (non-binding) basis the compensation paid to Campus Crest's named executive officers;
7. to consider on an advisory (non-binding) basis a stockholder proposal regarding majority voting in uncontested director elections at Campus Crest; and
8. to transact any other business that may properly come before the Annual Meeting and any adjournment or postponement thereof.

The foregoing items of business are more fully described in the attached proxy statement. A copy of the Merger Agreement is attached as Exhibit A to the proxy statement, and you are encouraged to read it in its entirety.

**The board of directors of Campus Crest (the "Board of Directors") has unanimously approved the Merger Agreement and the consummation of the Merger and the other transactions contemplated by the Merger Agreement, and has declared the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement advisable, fair to and in the best interests of Campus Crest and our stockholders. The Board of Directors recommends that you vote "FOR" the proposal to approve the Merger and the Merger Agreement.**

**The Board of Directors also recommends that you vote “FOR” the election of each of the director nominees named in Proposal 4; the Board of Directors makes no recommendation regarding the non-binding stockholder proposal in Proposal 7; and the Board of Directors recommends that you vote “FOR” each of the other proposals listed above and described in more detail in the proxy statement.**

All holders of record of shares of Campus Crest common stock as of the record date, which was the close of business on December 1, 2015, are entitled to receive notice of and attend the Annual Meeting or any postponements or adjournments of the Annual Meeting and are entitled to vote at the Annual Meeting or any postponements or adjournments of the Annual Meeting. If you hold your stock in the name of a brokerage firm, bank or other nominee, only that entity can vote your shares. Please give instructions as to how you wish your shares to be voted to the person responsible for your account.

Approval of the Merger and the Merger Agreement requires the affirmative vote of the holders of a majority of the outstanding shares of common stock of Campus Crest entitled to vote thereon as of the close of business on the record date for the Annual Meeting. If you fail to vote in person or by proxy, it will have the same effect as a vote against the proposal to approve the Merger and the Merger Agreement. Approval of the election of the director nominees in Proposal 4 requires a plurality of the votes cast. Approval for each of the other proposals requires the affirmative vote of the holders of a majority of the votes cast on each such proposal. If you fail to vote in person or by proxy, such failure will have no effect on either of these proposals.

The result of the vote on the Merger-Related Compensation Proposal is non-binding and advisory, and as a result, will not be binding on us, our Board of Directors or our compensation committee. Therefore, if the Merger and the Merger Agreement are approved by our stockholders and the Merger is consummated, this compensation, including amounts that we may be contractually obligated to pay, could still be payable to our named executive officers regardless of whether our stockholders approve the Merger-Related Compensation Proposal.

Even if you plan to attend the Annual Meeting in person, we request that you authorize your proxy to vote your shares by either marking, signing, dating and promptly returning the enclosed proxy card in the postage-paid envelope or submitting your proxy or voting instructions by telephone or Internet. If you vote by Internet or telephone, your vote must be received before 11:59 p.m. Eastern Time on January 25, 2016, the day before the Annual Meeting. Any proxy may be revoked at any time prior to its exercise by delivery of a properly executed, later-dated proxy card, by submitting your proxy or voting instructions by telephone or Internet at a later date than your previously authorized proxy, by submitting a written revocation of your proxy to our corporate secretary at 2100 Rexford Road, Suite 414, Charlotte, North Carolina 28211, or by voting in person at the Annual Meeting.

Under Maryland law, because the shares of Campus Crest common stock were listed on the New York Stock Exchange at the close of business on the record date, you do not have any appraisal rights, dissenters' rights or similar

rights of an objecting stockholder in connection with the Merger.

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

BY ORDER OF THE BOARD OF DIRECTORS

David Coles  
*Interim Chief Executive Officer*  
Campus Crest Communities, Inc.

Charlotte, North Carolina  
December 7, 2015

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Exhibits:

Exhibit A—Agreement and Plan of Merger

Exhibit B—Opinion of Financial Advisor

## SUMMARY

*This summary highlights selected information from this proxy statement and may not contain all of the information that is important to you. You should carefully read this entire proxy statement, including the attached exhibits, including but not limited to the Merger Agreement which is attached as Exhibit A (together, the “Proxy Statement”), and the other documents to which we have referred you.*

### **The Merger and the Merger Agreement (pages 30 and 82)**

Subject to the terms and conditions of that certain Agreement and Plan of Merger dated as of October 16, 2015 and attached hereto as Exhibit A (such agreement, as it may be amended from time to time, the “Merger Agreement”), by and among Campus Crest Communities, Inc. (“Campus Crest”), HSRE Quad Merger Parent, LLC, a Delaware limited liability company (“Parent”), HSRE Quad Merger Sub, LLC, a Maryland limited liability company and wholly owned subsidiary of Parent (“Merger Sub”), and CCGSR, Inc., a Delaware corporation, Campus Crest will merge with and into Merger Sub, with Merger Sub surviving the Merger as a wholly owned subsidiary of Parent, and the separate existence of Campus Crest will cease (the “Merger”). Parent is an affiliate of Harrison Street Real Estate Capital, LLC. The Merger will become effective at such time as the articles of merger (the “Articles of Merger”) are filed with, and accepted by, the State Department of Assessments and Taxation of Maryland, or at such subsequent date and time as Campus Crest and Merger Sub shall agree and specify in the Articles of Merger. We sometimes use the term “Merger effective time” in this Proxy Statement to refer to the time the Merger becomes effective.

In connection with the consummation of the Merger, the stockholders of Campus Crest will automatically become entitled to the right to receive, in exchange for each share of Campus Crest common stock, (i) \$6.97 in cash (the “Cash Consideration”), and (ii) a pro rata share (currently estimated to be up to \$0.04 per share based on the CAD/\$ exchange rate as of December 1, 2015) of distributions from certain funds held in escrow following Campus Crest’s disposition of its interests in its former Montreal joint venture (the “Contingent Consideration,” and together with the Cash Consideration, the “Merger Consideration”). If all or a portion of the Contingent Consideration has not been released from escrow prior to the effective time of the Merger, the Contingent Consideration will instead be paid in the form of one non-transferable contingent value right (“CVR”) for each share of Campus Crest common stock, with each CVR representing the right to receive a pro rata share of the escrowed funds if and when they are released from escrow.

Following the consummation of the Merger, the surviving entity of the Merger will enter into a separate merger agreement with one of its wholly owned subsidiaries and Campus Crest Communities Operating Partnership, LP (the “Operating Partnership”) (such agreement, the “Operating Partnership Merger Agreement”), pursuant to which such wholly owned subsidiary and the Operating Partnership will merge (the “Operating Partnership Merger”). Upon the consummation of the Operating Partnership Merger, in accordance with the Operating Partnership Merger Agreement and subject to the terms and conditions of the Operating Partnership Merger Agreement, each then-outstanding limited

partnership unit in the Operating Partnership will be converted into the right to receive an amount equal to the Merger Consideration.

**The Parties to the Merger (page 22)**

*Campus Crest Parties*

Campus Crest, a Maryland corporation formed in March 2010, is a self-administered and self-managed real estate investment trust (“REIT”) focused on owning and managing a high-quality student housing portfolio located close to college campuses. Campus Crest currently owns limited partnership interests in, and all of the issued and outstanding equity interests in the sole general partner of, the Operating Partnership, which is a Delaware limited partnership formed in March 2010. Campus Crest holds substantially all of its assets, and conducts substantially all of its business, through the Operating Partnership. As of October 19, 2015, Campus Crest, through its affiliates, had ownership interests in 79 student housing properties with over 42,000 beds across North America. Campus Crest is traded on the New York Stock Exchange under the symbol “CCG.”

CCGSR, Inc. (“CCGSR”) is a newly formed Delaware corporation created solely for the purpose of representing the stockholders of Campus Crest pursuant to the Merger Agreement if the CVRs are issued at the closing of the Merger as part of the Contingent Consideration. CCGSR has not carried on any activities to date other than activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the Merger Agreement.

The address of Campus Crest is 2100 Rexford Road, Suite 414, Charlotte, North Carolina, 28211. The telephone number of Campus Crest is (704) 496-2500.

### ***HSRE Parties***

Parent is a newly formed Delaware limited liability company and an affiliate of Harrison Street Real Estate Capital, LLC, a Delaware limited liability company (“HSRE”). Merger Sub is a newly formed Maryland limited liability company and a wholly owned subsidiary of Parent. Parent and Merger Sub are collectively referred to as the “HSRE Parties.” The HSRE Parties were created solely for the purpose of engaging in the transactions contemplated by the Merger Agreement. Neither Parent nor Merger Sub has carried on any activities to date other than activities incidental to their formation and activities undertaken in connection with the transactions contemplated by the Merger Agreement. The HSRE Parties are affiliates of HSRE, a real estate private equity firm founded in 2005 that directly and through its affiliates, has approximately \$8 billion in assets under management through commingled funds and public securities products. The commingled funds focus exclusively on the Education, Healthcare and Storage segments of the US & European real estate markets. Since inception, HSRE has acquired or developed over \$10 billion of real estate throughout 480 properties in 40 states including over 63,000 student housing beds, more than 14,000 senior housing units, over 5.9 million square feet of medical office space, and more than 92,000 self-storage units.

The address of the HSRE Parties and HSRE is 71 South Wacker Drive, Suite 3575, Chicago, IL 60606. The telephone number of the HSRE Parties and HSRE is (312) 920-0500.

### **The Annual Meeting (page 23)**

We are furnishing this Proxy Statement to our stockholders as part of the solicitation of proxies by our Board of Directors for exercise at the annual meeting of stockholders of Campus Crest (the “Annual Meeting”). This Proxy Statement provides Campus Crest stockholders with information about the Annual Meeting and should be read carefully in its entirety.

***Date, Time and Purpose of the Annual Meeting (page 23)***

The Annual Meeting will be held on January 26, 2016 at 10:00 a.m., Eastern Time, at 2100 Rexford Road, Suite 414, Charlotte, North Carolina 28211, unless adjourned or postponed to a later date. At the Annual Meeting, you will be asked to consider and vote upon seven separate proposals:

***Proposal 1:*** to approve the merger of Campus Crest with and into Merger Sub (the “Merger”), pursuant to the terms and conditions of the Merger Agreement;

***Proposal 2:*** to approve on an advisory (non-binding) basis the compensation that may become payable to Campus Crest’s named executive officers in connection with the Merger (the “Merger-Related Compensation Proposal”);

***Proposal 3:*** to approve any adjournments of the Annual Meeting for the purpose of soliciting additional proxies if there are not sufficient votes at the Annual Meeting to approve the Merger and the Merger Agreement (the “Adjournment Proposal”);

***Proposal 4:*** to elect eight (8) directors to hold office until our 2016 annual meeting of stockholders and until their successors have been duly elected and qualified, or, if earlier, until the closing of the Merger;

**Proposal 5:** to ratify the selection by Campus Crest's audit committee of Grant Thornton LLP as Campus Crest's independent registered public accounting firm for the year ending December 31, 2015;

**Proposal 6:** to approve on an advisory (non-binding) basis the compensation of Campus Crest's named executive officers; and

**Proposal 7:** to consider on an advisory (non-binding) basis a stockholder proposal regarding majority voting in uncontested director elections at Campus Crest.

**Only the approval of Proposal 1 is required for completion of the Merger.**

***Record Date; Notice and Quorum (page 23)***

You are entitled to receive notice of and vote at the Annual Meeting if you owned shares of Campus Crest common stock as of the close of business on December 1, 2015, the record date for the Annual Meeting. At the close of business on the record date, there were approximately 64,756,541 shares of Campus Crest common stock outstanding and entitled to vote at the Annual Meeting, held by approximately 39 holders of record. Stockholders entitled to vote at the Annual Meeting will have one vote on each matter submitted to a vote at the Annual Meeting for each share of Campus Crest common stock that such stockholder owned as of the close of business on the record date.

A quorum of stockholders is necessary to hold a valid meeting. Under our Bylaws, the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at the Annual Meeting constitutes a quorum. If you submit a properly executed proxy card or submit your proxy or voting instructions by telephone or Internet, even if you abstain from voting, your shares of Campus Crest common stock will be counted for purposes of determining whether a quorum is present at the Annual Meeting. Banks, brokerage firms and other nominees who hold shares for the accounts of their clients may vote such shares either as directed by their clients or in their own discretion on "routine" matters. When a broker does not receive instructions from a non-record owner on how to vote shares with respect to a "non-routine" matter, a broker "non-vote" occurs. Broker "non-votes" will be treated as present for purposes of determining whether a quorum is present, but will not be counted as votes cast "FOR" or "AGAINST" any matter.

In the event that a quorum is not present at the Annual Meeting or additional votes must be solicited in connection with the approval of the Merger and the Merger Agreement, it is expected that the Annual Meeting will be adjourned without notice (other than by announcement at the meeting if the adjourned meeting will be held on a date not more than 120 days after the original record date) to solicit additional proxies.

***Required Vote (page 24)***

It is very important that ALL of our stockholders vote their shares of Campus Crest common stock, so please promptly authorize your proxy by either completing and returning the enclosed proxy card in the postage-paid envelope as promptly as possible or submitting your proxy or voting instructions by telephone or Internet. As of the record date, there were approximately 64,756,541 shares of Campus Crest common stock outstanding. The votes required to approve each proposal are as follows:

*Proposal 1 (Approval of the Merger and the Merger Agreement).* The approval of the Merger and the Merger Agreement requires the affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of common stock of Campus Crest entitled to vote thereon as of the close of business on the record date for the Annual Meeting. Failure to submit a vote (i.e., not submitting a proxy and not voting in person), abstentions and “broker non-votes” will have the same effect as a vote against Proposal 1.

*Proposal 2 (Merger-Related Compensation Proposal).* The approval, on a non-binding, advisory basis, of the Merger-Related Compensation Proposal requires the affirmative vote of the holders of a majority of the votes cast on the proposal at the Annual Meeting. As a non-binding advisory vote, the result of this proposal will not be binding on us, our Board of Directors or our compensation committee.

*Proposal 3 (Adjournment Proposal).* The approval of the Adjournment Proposal requires the affirmative vote of the holders of a majority of the votes cast on the proposal at the Annual Meeting.

*Proposal 4 (Election of Directors).* The election of a nominee to the Board of Directors requires the affirmative vote of a plurality of the votes cast by stockholders present or in person or represented by proxy and entitled to vote at the Annual Meeting.

*Proposal 5 (Ratification of the Selection by the Audit Committee of the Independent Registered Public Accounting Firm).* The ratification of the selection by Campus Crest's audit committee of Grant Thornton LLP as Campus Crest's independent registered public accounting firm for the year ending December 31, 2015 requires the affirmative vote of the holders of a majority of the votes cast on the proposal.

*Proposal 6 (Advisory (Non-Binding) Vote on Campus Crest Executive Compensation).* The approval, on a non-binding, advisory basis, of the compensation paid to Campus Crest's named executive officers requires the affirmative vote of the holders of a majority of the votes cast on the proposal.

*Proposal 7 (Non-Binding Stockholder Proposal on Majority Voting in Uncontested Director Elections).* The approval, on a non-binding, advisory basis, of a stockholder proposal regarding majority voting in uncontested director elections at Campus Crest requires the affirmative vote of the holders of a majority of the votes cast on the proposal.

*Other Proposals:* Approval of any other proposal to be voted upon at the Annual Meeting requires the affirmative vote of the holders of a majority of the votes cast on the proposal.

Brokers normally have discretion to vote on routine matters, such as ratification of auditors, but not on non-routine matters, which as discussed below, includes the other six proposals to be considered at the Annual Meeting. A "broker non-vote" occurs when a broker does not have discretionary voting authority on a non-routine matter because the broker has not received instructions from its client as to how to vote on a particular proposal. If you are a beneficial owner whose shares are held of record by a broker, your broker has discretionary voting authority under New York Stock Exchange ("NYSE") rules to vote your shares on the ratification of the selection of Grant Thornton LLP as our independent registered public accounting firm even if the broker does not receive voting instructions from you. However, your broker does not have discretionary authority to vote on the approval of the other six proposals to be considered at the Annual Meeting, in which case a broker non-vote will occur and your shares will not be voted on these matters. Accordingly, it is particularly important that beneficial owners instruct their brokers how they wish to vote their shares. **The failure by the holders of shares of Campus Crest common stock to attend the Annual**

**Meeting and vote or authorize a proxy to vote their shares of Campus Crest common stock at the Annual Meeting will have the same effect as a vote “against” the proposal to approve the Merger and the Merger Agreement, as will abstentions.** If you properly sign, date and return a proxy card, but do not indicate how your shares of Campus Crest common stock should be voted on a matter, the shares represented by your proxy will be voted as our Board of Directors recommends (i.e., “**FOR**” the proposal to approve the Merger and the Merger Agreement and the other five proposals recommended by our Board of Directors). Our Board of Directors makes no recommendation on the non-binding, advisory stockholder proposal regarding majority voting in uncontested director elections at Campus Crest.

***How to Authorize a Proxy (page 26)***

Stockholders may vote their shares of Campus Crest common stock at the Annual Meeting in one of four ways: (i) by mail via the enclosed proxy card; (ii) by telephone at the toll-free number provided on the enclosed proxy card; (iii) over the Internet, at the website provided on the enclosed proxy card; or (iv) in person at the Annual Meeting. See and read carefully “The Annual Meeting” beginning on page 23.

***Proxies and Revocation (page 27)***

You may revoke your proxy at any time prior to the vote at the Annual Meeting by delivering to Campus Crest’s Secretary a signed notice of revocation or submitting a later-dated, signed proxy card or by submitting a proxy via Internet or by telephone at a later date (in which case only the later-dated proxy will be counted and the earlier proxy will be revoked). You also may revoke your proxy by attending the Annual Meeting and voting in person. Attendance at the Annual Meeting will not, in and of itself, result in the revocation of a proxy or cause your shares of Campus Crest common stock to be voted. If your shares are held in “street name” by a broker or other nominee, you should instruct your broker how to vote your shares on each proposal in accordance with your voting instruction form. In addition, if your shares are held in street name by a broker or other nominee, if you attend the Annual Meeting in person, you will not be able to vote your shares in person at the meeting unless you obtain a “legal proxy” from your broker or other nominee, giving you the right to vote the shares at the meeting.

***Solicitation of Proxies (page 28)***

Our directors, officers and other employees may solicit proxies in person, by telephone, electronically, by mail or other means, but they will not be specifically compensated for these services. Brokers, banks and other persons will be reimbursed by us for expenses they incur in forwarding proxy material to obtain voting instructions from beneficial stockholders. We have also hired Innisfree M&A Incorporated to assist in the solicitation of proxies for a fee not to exceed \$20,000 and reimbursement of out-of-pocket expenses. The total cost of solicitation of proxies will be borne by us. For a description of the costs and expenses to us of soliciting proxies, see “The Annual Meeting—Solicitation of Proxies” on page 28.

***Exchange of Share Certificates (page 28)***

**Stockholders should not send in their share certificates, if any, with their proxies.** A transmittal form with instructions for the surrender of certificates representing shares of Campus Crest common stock will be mailed to stockholders if the Merger is completed.

***Recommendations of the Board of Directors (page 26)***

*Proposal 1 (Approval of the Merger and the Merger Agreement).* Our Board of Directors has determined that the Merger, the Merger Agreement and the transactions contemplated by the Merger Agreement are advisable and fair to

and in the best interests of Campus Crest and its stockholders, has unanimously approved the Merger Agreement and the consummation of the Merger and unanimously recommends that our stockholders vote “**FOR**” the proposal to approve the Merger and the Merger Agreement.

*Proposal 2 (Merger-Related Compensation Proposal).* Our Board of Directors also recommends that you vote “**FOR**” the non-binding, advisory Merger-Related Compensation Proposal.

*Proposal 3 (Adjournment Proposal).* Our Board of Directors also recommends that you vote “**FOR**” any adjournment of the Annual Meeting if necessary to permit solicitation of further proxies if there are not sufficient votes at the time of the Annual Meeting to approve the Merger and the Merger Agreement.

*Proposal 4 (Election of Directors).* Our Board of Directors also recommends that you vote “**FOR**” the election of each of the director nominees named in Proposal 4.

*Proposal 5 (Ratification of the Selection by the Audit Committee of the Independent Registered Public Accounting Firm).* Our Board of Directors also recommends that you vote “**FOR**” the ratification of the selection by Campus Crest’s audit committee of Grant Thornton LLP as Campus Crest’s independent registered public accounting firm for the year ending December 31, 2015.

*Proposal 6 (Advisory (Non-Binding) Vote on Campus Crest Executive Compensation).* Our Board of Directors also recommends that you vote “**FOR**” the non-binding, advisory proposal to approve the compensation paid to Campus Crest’s named executive officers.

*Proposal 7 (Non-Binding Stockholder Proposal on Majority Voting in Uncontested Director Elections).* Our Board of Directors makes no recommendation on the non-binding, advisory stockholder proposal regarding majority voting in uncontested director elections at Campus Crest.

For additional information regarding certain factors our Board of Directors considered in making its recommendation regarding the Merger and the Merger-related proposals, please see “The Merger—Recommendations on Merger-Related Proposals and Reasons for the Merger” beginning on page 57.

#### **Opinion of Our Financial Advisor (page 59)**

In connection with the Merger, Campus Crest’s Board of Directors received a written opinion, dated October 13, 2015, from Campus Crest’s financial advisor, Moelis & Company LLC (“Moelis”), as to the fairness, from a financial point of view and as of the date of such opinion, of the consideration to be received in the Merger by holders of shares of Campus Crest common stock (other than Parent and its affiliates). **The full text of Moelis’ written opinion dated October 13, 2015, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion is attached as Exhibit B to this Proxy Statement and is incorporated herein by reference. You are urged to read Moelis’ written opinion carefully and in its entirety. Moelis’ opinion was provided for the use and benefit of Campus Crest’s Board of Directors (in its capacity as such) in its evaluation of the Merger. Moelis’ opinion is limited solely to the fairness, from a financial point of view, of the consideration to be received in the Merger by holders of shares of Campus Crest common stock (other than Parent and its affiliates), and does not address Campus Crest’s underlying business decision to effect the Merger or the relative merits of the Merger as compared to any alternative business strategies or transactions that might be available with respect to Campus Crest and does not constitute a recommendation to any stockholder of Campus Crest as to how such stockholder should vote or act with respect to the Merger or any other matter.**

#### **Financing of the Merger (page 68)**

In order to close the Merger, Parent will require funds necessary to (i) pay the holders of Campus Crest common stock the amounts due to them under the Merger Agreement; (ii) redeem or set aside sufficient funds for the redemption of Campus Crest’s 8.00% Series A Cumulative Redeemable Preferred Stock; (iii) assume, refinance or pay off existing

indebtedness of Campus Crest as contemplated by the Merger Agreement; (iv) purchase certain interests in the Operating Partnership, and certain joint venture properties; (v) pay certain limited partners of the Operating Partnership an amount equal to the Merger Consideration; (vi) pay off the outstanding 4.75% Exchangeable Senior Notes due 2018 issued by the Operating Partnership; and (vii) pay all fees and expenses related to the Merger and the financing of the Merger.

In connection with the execution of the Merger Agreement, Parent provided Campus Crest with executed copies of (i) equity commitment letters representing financing in the aggregate amount of up to approximately \$927 million to be provided by certain affiliates of Parent, and (ii) debt commitment letters representing financing in the aggregate amount up to \$750 million to be provided by (a) PNC Bank, National Association (as administrative agent), along with certain other banks and financial institutions, and (b) Bank of America, N.A. (as administrative agent), along with certain other banks and financial institutions. Additionally, our cash on hand may also be used by Parent to finance a portion of the Merger.

The consummation of the Merger is not subject to any financing conditions, although funding of the debt and equity financing is subject to the satisfaction of the conditions set forth in the applicable commitment letters under which such financings will be provided.

### **Interests of Our Directors and Executive Officers in the Merger (page 69)**

Our directors and officers have certain interests in the Merger that may be different from, or in addition to, the interests of our stockholders generally. These interests may create potential conflicts of interest. These interests include the following:

Immediately prior to the Merger effective time, each share of Campus Crest's restricted stock outstanding immediately prior to the Merger effective time, including restricted stock held by our named executive officers and directors (but excluding 50,000 shares of restricted stock held by Mr. Aaron Halfacre, our President and Chief Investment Officer, that will be forfeited prior to the Merger effective time to the extent not previously vested), will vest in full, will be treated as outstanding shares of Campus Crest common stock and will be cancelled and converted into the right to receive the Merger Consideration, without interest, less any applicable withholding or other taxes.

Campus Crest maintains a deferred compensation plan under which certain designated employees are entitled to defer a certain amount of their cash compensation. Under the terms of the plan, all accounts will become fully vested as of the Merger effective time, and if a participant terminates employment within two years following the Merger, the participant's account will be distributed in a lump sum within sixty days following such termination (unless subject to a six-month delay under Code Section 409A).

Mr. Aaron Halfacre and Mr. Scott Rochon, our Chief Accounting Officer, have employment agreements with Campus Crest, pursuant to which each executive would be entitled to severance payments if the executive's employment is terminated under certain conditions in connection with the consummation of the Merger. In addition, the employment agreements of Mr. Halfacre and Mr. Rochon provide for transaction bonuses that are payable to each executive upon the successful closing of the Merger.

Our Board of Directors was aware of these interests and considered them, among other matters, in reaching its decision to approve the Merger and the Merger Agreement.

### **Regulatory Matters (page 73)**

We are unaware of any material U.S. federal, state or foreign regulatory requirements or approvals that are required for the execution of the Merger Agreement or the consummation of the Merger and the other transaction contemplated by the Merger Agreement, other than the filing of the Articles of Merger with, and the acceptance of such Articles of Merger for record by, the State Department of Assessments and Taxation of Maryland.

**Treatment of Common Stock and Restricted Stock (page 83)**

The Merger Agreement provides that, at the Merger effective time, each issued and outstanding share of Campus Crest common stock (other than shares of common stock (i) held by Campus Crest as treasury stock, (ii) owned by any direct or indirect wholly owned Company Subsidiary (as hereinafter defined), or (iii) that are issued or outstanding and owned directly or indirectly by Parent or Merger Sub immediately prior to the Merger effective time, which in each case will be automatically cancelled and retired and will cease to exist) will automatically be converted into the right to receive an amount equal to (i) \$6.97 in cash (the “Cash Consideration”), and (ii) a pro rata share (currently estimated to be up to \$0.04 per share based on the CAD/\$ exchange rate as of December 1, 2015) of distributions from certain funds held in escrow (as described below) following Campus Crest’s disposition of its interests in its former Montreal joint venture (the “Contingent Consideration,” and together with the Cash Consideration, the “Merger Consideration”). If all or a portion of the Contingent Consideration has not been released from escrow prior to the Merger effective time, the Contingent Consideration will instead be paid in the form of one non-transferable contingent value right (“CVR”) for each share of Campus Crest common stock, with each CVR representing the right to receive a pro rata share of the escrowed funds if and when they are released from escrow.

There are two separate escrow accounts. One of the escrow accounts holds CAD3,408,750 (or approximately \$0.033 per share of Campus Crest common stock based on the CAD/\$ exchange rate as of December 1, 2015) which was withheld from the net sale proceeds from the sale of the interests in the Montreal joint venture in order to pay Canadian withholding tax that may be due on the sale. Campus Crest has filed a request with the Canada Revenue Authority to issue a certificate certifying that the sale proceeds are not subject to such tax, and the tax escrow funds will be (i) released from the escrow upon Campus Crest's delivery of the certificate to the escrow agent, or (ii) reduced by the amount of any such tax, and the balance released. In addition, CAD450,000 of the net proceeds (or approximately \$0.004 per share of Campus Crest common stock based on the CAD/\$ exchange rate as of December 1, 2015) from the sale was deposited in an escrow account to secure certain indemnification obligations of Campus Crest arising out of the sale of the Montreal interests. If there are no valid claims against the indemnification escrow, the indemnification escrow funds are due to be released on February 27, 2016. If either of these escrow amounts is released from escrow prior to the Merger effective time, then the released funds will be paid to Campus Crest stockholders together with the Cash Consideration. Although Campus Crest currently expects the entire amount of the funds to be released from each of these escrows, there is no assurance that all or any part of the funds will be released, or any certainty as to the timing of any release.

Except as set forth below, each share of Campus Crest restricted stock outstanding immediately prior to the Merger effective time that is subject to vesting or other lapse restrictions pursuant to Campus Crest's Amended and Restated Equity Incentive Compensation Plan or any restricted stock award agreement will automatically vest and become free of such restrictions immediately prior to the Merger effective time and will be automatically converted in the right to receive the Merger Consideration, without interest, less any applicable tax withholding. Mr. Halfacre currently has restricted stock awards for 50,000 shares of Campus Crest stock that vest only if the closing price of Campus Crest's common stock exceeds specified dollar amounts between \$9.00 per share and \$13.00 per share.

#### **Treatment of Preferred Stock (page 84)**

The Merger Agreement provides that, at the Merger effective time, Campus Crest will either (i) cause each share of its 8.00% Series A Cumulative Redeemable Preferred Stock to be redeemed in accordance with the terms thereof, or (ii) set aside sufficient funds for the redemption of each such share in trust for the benefit of the holders of such preferred stock in accordance with the terms thereof.

#### **Dividends (page 84)**

Under the terms of the Merger Agreement, Campus Crest may not authorize, declare or pay dividends to holders of Campus Crest common stock during the term of the Merger Agreement without the prior written consent of Parent, except for (i) the declaration and payment by Campus Crest of regular quarterly dividends in accordance with past practice for the period up to the closing date of the Merger, (ii) the declaration and payment of dividends or other

distributions to Campus Crest or any (a) subsidiary of Campus Crest, or (b) joint venture (or subsidiaries thereof) in which Campus Crest owns (directly or indirectly) less than fifty percent of the membership interest, but for which Campus Crest or one of its subsidiaries directly or indirectly controls the day-to-day management (clause (a) and (b), collectively the “Company Subsidiaries”), by any directly or indirectly wholly owned Company Subsidiary, and (iii) dividends or other distributions by any Company Subsidiary that is not wholly owned, directly or indirectly, by Campus Crest, in accordance with the terms of the organizational documents of such Company Subsidiary.

Notwithstanding the foregoing, Campus Crest and the Company Subsidiaries are permitted, under the terms of the Merger Agreement, to make (or increase) dividends or distributions reasonably necessary for Campus Crest to maintain its status as a REIT and/or avoid or reduce the imposition of any entity-level income or excise tax.

### **Treatment of Our Operating Partnership Units (page 84)**

The Merger Agreement provides that, following the Merger effective time, the surviving entity in the Merger will enter into the Operating Partnership Merger Agreement with the Operating Partnership and a wholly owned subsidiary of the surviving entity in the Merger pursuant to which such wholly owned subsidiary and the Operating Partnership will merge. Upon the consummation of the Operating Partnership Merger, in accordance with the Operating Partnership Merger Agreement and subject to the terms and conditions of the Operating Partnership Merger Agreement, each then-outstanding limited partnership unit in the Operating Partnership will be converted into the right to receive an amount equal to the Merger Consideration.

**This Proxy Statement does not constitute any solicitation of consents in respect of the Operating Partnership Merger and does not constitute an offer to exchange, redeem or convert any partnership units that you may own.**

### **Acquisition Proposals (page 90)**

Pursuant to the terms of the Merger Agreement, we are restricted in our ability to solicit, initiate or knowingly encourage or take any action to facilitate any inquiries or the making of any proposal or offer that constitutes, or may reasonably be likely to lead to, any takeover proposal (subject to limited exceptions). With respect to any written, bona fide acquisition proposal received by us, Parent generally has an opportunity to offer to modify the terms of the Merger Agreement in response to such proposal before our Board of Directors may withdraw or modify its recommendation to stockholders in response to such takeover proposal or terminate the Merger Agreement in order to enter into a definitive agreement with respect to such takeover proposal. Upon termination of the Merger Agreement under circumstances relating to a takeover proposal, we may be required to pay a termination fee of \$5 million to Parent.

### **Conditions to the Merger (page 94)**

The completion of the Merger is subject to certain conditions, including, among others, the (i) receipt of the approval of the Merger and adoption of the Merger Agreement by the affirmative vote of the holders of a majority of the outstanding shares of common stock of Campus Crest entitled to vote thereon as of the close of business on the record date for the Annual Meeting, (ii) approval from the applicable lenders of the assumption, on substantially the same terms, by Parent or an affiliate thereof of not less than eighty-five percent (measured by outstanding principal balance) of certain indebtedness of Campus Crest and its subsidiaries, (iii) the consummation of the purchase of certain interests in the Operating Partnership, and the purchase of interests in certain joint venture properties, and (iv) other customary closing conditions set forth in the Merger Agreement. **There can be no assurance that such conditions will be satisfied in a timely manner or at all, or that an effect, event, development or change will not transpire that could delay or prevent these conditions from being satisfied.**

### **Termination of the Merger Agreement (page 96)**

The Merger Agreement may be terminated and the Merger and other transactions contemplated thereby may be abandoned at any time prior to the Merger effective time under certain, specified circumstances hereinafter discussed.

**Termination Fee and Expenses Payable by Campus Crest (page 98)**

Upon a termination of the Merger Agreement, under certain circumstances, we will be required to pay Parent a termination fee of \$5 million. In the event that Campus Crest stockholder approval for the Merger is not received at the Annual Meeting or any adjournments or postponements thereof, Campus Crest will also be required to reimburse Parent's expenses in an amount up to \$1 million, which reimbursement would reduce any termination fee subsequently payable by Campus Crest on a dollar-for-dollar basis.

**Reverse Termination Fee and Expenses Payable by Parent (page 99)**

Upon a termination of the Merger Agreement, under certain circumstances, Parent will be required to pay us a reverse termination fee of \$10 million. On November 5, 2015, Parent caused \$10 million to be placed into an escrow account to fund the potential payment to us of the reverse termination fee.

**No Dissenters' Rights of Appraisal (page 155)**

Campus Crest is organized as a corporation under Maryland law. Under the Maryland General Corporation Law, because shares of Campus Crest common stock were listed on the New York Stock Exchange on the record date for determining stockholders entitled to vote at the Annual Meeting, our common stockholders who object to the Merger do not have any appraisal rights, dissenters' rights or similar rights of an objecting stockholder in connection with the Merger. However, our common stockholders can vote against the Merger and the Merger Agreement.

### **Litigation Relating to the Merger (page 73)**

As of the date of this Proxy Statement, eight separate lawsuits asserting putative class and, in certain cases, derivative claims have been filed against Campus Crest, the members of our Board of Directors, HSRE, Parent, Merger Sub, and, in certain cases, David Coles, our interim chief executive officer, Aaron Halfacre, our President and Chief Investment Officer, and CCGSR, generally alleging breaches of fiduciary duties by our directors in connection with the Merger Agreement, including that the individual defendants failed to take appropriate steps to maximize stockholder value and improperly favored themselves in connection with the proposed transaction. The complaints also allege that some or all of the other parties aided and abetted the directors' purported breaches of fiduciary duty. The complaints seek to permanently enjoin consummation of the proposed Merger, or, to the extent already implemented, to rescind the Merger Agreement or grant rescissory damages, in addition to various additional remedies. On November 9, 2015, plaintiffs in three of the cases requested that the Circuit Court for Baltimore City consolidate seven of the separate actions. The defendants believe that all of the allegations against them lack merit and intend to defend against the lawsuits vigorously. See "The Merger—Litigation Relating to the Merger."

### **Material U.S. Federal Income Tax Consequences (page 73)**

The receipt of the Merger Consideration for each share of your Campus Crest common stock pursuant to the Merger will be treated as a sale of your stock in Campus Crest for an amount, per share, equal to the sum of: (i) \$6.97 in cash (the "Cash Consideration"), and (ii) a pro rata share (currently estimated to be up to \$0.04 per share based on the CAD/\$ exchange rate as of December 1, 2015) of distributions from certain funds held in escrow following Campus Crest's disposition of its interests in its former Montreal joint venture (the "Contingent Consideration," and together with the Cash Consideration, the "Merger Consideration"). If all or a portion of the Contingent Consideration has not been released from escrow prior to the Merger effective time, the Contingent Consideration will instead be paid in the form of one non-transferable contingent value right ("CVR") for each share of Campus Crest common stock, with each CVR representing the right to receive a pro rata share of the escrowed funds if and when they are released from escrow. The aggregate amount of this consideration is expected to be up to \$7.01 per share of Campus Crest common stock. Generally, for U.S. federal income tax purposes, you will recognize gain (or loss) to the extent the Merger Consideration per share of Campus Crest common stock is greater than (or less than) your adjusted tax basis in that share. For such purposes, your basis in your Campus Crest common stock will generally be equal to the price at which you purchased such stock less any distributions you received that constituted a return of capital prior to the Merger. The amount of gain or loss you recognize, and the timing of such gain or loss, depends on whether the Contingent Consideration is paid in cash or in CVRs at the Merger effective time as there is uncertainty with respect to the U.S. federal income tax treatment of the CVRs. In addition, under certain circumstances, we may be required to withhold a portion of your Merger Consideration under applicable tax laws, and we intend to withhold a portion of the Merger Consideration paid to non-U.S. stockholders to the extent required under the Foreign Investment in Real Property Tax Act, which we refer to as "FIRPTA." Tax matters can be complicated, and the tax consequences of the Merger to you will depend on your particular tax situation. We encourage you to consult your tax advisor regarding the tax consequences of the Merger to you.

**Delisting and Deregistration of Shares of Campus Crest Common Stock (page 81)**

If the Merger is completed, shares of Campus Crest common stock will no longer be traded on the New York Stock Exchange and will be deregistered under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

## QUESTIONS AND ANSWERS ABOUT THE ANNUAL MEETING AND THE MERGER

***Q: Why am I receiving this Proxy Statement?***

Our Board of Directors is using this Proxy Statement to solicit proxies to be voted at our Annual Meeting. Campus Crest is sending these materials to its stockholders to help them decide how to vote their shares of Campus Crest common stock with respect to the proposed Merger and the other matters to be considered at the Annual Meeting.

**Q: What am I being asked to vote on at the Annual Meeting?**

You are being asked to (1) approve the Merger and the Merger Agreement, (2) approve on an advisory (non-binding) basis the compensation that may become payable to Campus Crest's named executive officers in connection with the consummation of the Merger, (3) approve any adjournments of the Annual Meeting for the purpose of soliciting additional proxies if there are not sufficient votes at the Annual Meeting to approve the Merger and the Merger Agreement, (4) elect eight directors to hold office until our 2016 annual meeting of stockholders and until their successors have been duly elected and qualified, or, if earlier, until the closing of the Merger, (5) ratify the selection by Campus Crest's audit committee of Grant Thornton LLP as Campus Crest's independent registered public accounting firm for the year ending December 31, 2015, (6) approve, on a non-binding, advisory basis, the compensation paid to Campus Crest's named executive officers, and (7) consider, on a non-binding, advisory basis, a stockholder proposal regarding majority voting in uncontested director elections at Campus Crest.

Your vote is very important. **Not voting is the same as a vote against the Merger and the Merger Agreement.** We encourage you to vote as soon as possible.

***Q: Are there any other matters to be addressed at the Annual Meeting?***

At this time, Campus Crest does not know of any other matters to be brought before the Annual Meeting, but if other matters are properly brought before such meeting or at any adjournment or postponement of such meeting, the persons named as proxies on the enclosed proxy card will have discretionary authority to vote all proxies with respect to such matters in accordance with their discretion.

***Q: When and where is the Annual Meeting?***

The Annual Meeting will be held on January 26, 2016 at 10:00 a.m., Eastern Time, at our corporate headquarters at 2100 Rexford Road, Suite 414, Charlotte, North Carolina 28211, unless adjourned or postponed to a later date.

***Q: Who can vote and attend the Annual Meeting?***

A: All holders of record of Campus Crest common stock as of the record date, which was the close of business on December 1, 2015, are entitled to receive notice of, attend and vote at the Annual Meeting or any postponements or adjournments of the Annual Meeting. Campus Crest's official stock ownership records will conclusively determine whether a stockholder is a "holder of record" as of the record date. If you hold your shares of Campus Crest common stock through a broker, bank or other nominee and wish to vote in person at the Annual Meeting, you must obtain a "legal proxy," executed in your favor, from the broker, bank or other nominee (which may take several days).

***Q: How many votes do I have?***

A: Each Campus Crest stockholder is entitled to one vote on each matter properly brought before the Annual Meeting for each share of Campus Crest common stock held of record as of the record date. As of the record date, there were 64,756,541 shares of Campus Crest common stock outstanding and owned by stockholders (excluding shares of Campus Crest common stock held in treasury by Campus Crest), held by 39 holders of record.

***Q: What is the proposed transaction that will be considered at the Annual Meeting?***

Subject to the terms and conditions of the Merger Agreement more thoroughly described in this Proxy Statement, if the Merger Agreement is adopted by Campus Crest stockholders and the other conditions to closing under the Merger Agreement are satisfied or waived, Campus Crest will merge with and into Merger Sub, with Merger Sub being the surviving entity. Accordingly, the separate existence of Campus Crest will cease and the stockholders of Campus Crest automatically become entitled to the right to receive, in exchange for each share of Campus Crest common stock, (i) \$6.97 in cash (the “Cash Consideration”), and (ii) a pro rata share (currently estimated to be up to A: \$0.04 per share based on the CAD/\$ exchange rate as of December 1, 2015) of distributions from certain funds held in escrow following Campus Crest’s disposition of its interests in its former Montreal joint venture (the “Contingent Consideration,” and together with the Cash Consideration, the “Merger Consideration”). If all or a portion of the Contingent Consideration has not been released from escrow prior to the Merger effective time, the Contingent Consideration will instead be paid in the form of one non-transferable contingent value right (“CVR”) for each share of Campus Crest common stock, with each CVR representing the right to receive a pro rata share of the escrowed funds if and when they are released from escrow.

Following the consummation of the Merger, the surviving entity of the Merger will enter into a separate merger agreement with one of its wholly owned subsidiaries and the Operating Partnership, pursuant to which such wholly owned subsidiary and the Operating Partnership will merge. Upon the consummation of the Operating Partnership Merger, in accordance with the Operating Partnership Merger Agreement and subject to the terms and conditions of the Operating Partnership Merger Agreement, each then-outstanding limited partnership unit in the Operating Partnership will be converted into the right to receive an amount equal to the Merger Consideration.

The Merger cannot be completed unless, among other things, the Merger Agreement is adopted by Campus Crest stockholders. **Failing to submit a proxy or vote in person at the Annual Meeting or abstaining from voting or failing to provide your bank, brokerage firm or other nominee with instructions, as applicable, will have the same effect as a vote against the adoption of the Merger Agreement.** The Campus Crest Board of Directors unanimously recommends that stockholders vote “**FOR**” the adoption of the Merger Agreement. This Proxy Statement includes important information about the Merger and the Merger Agreement, a copy of which is attached as Exhibit A to this Proxy Statement and incorporated by reference into this Proxy Statement. We encourage you to read the Merger Agreement carefully and in its entirety, as it is the principal document governing the Merger.

***Q: What will happen to Campus Crest as a result of the Merger?***

A: If the Merger is completed, Campus Crest will be merged with and into Merger Sub, with Merger Sub continuing as the surviving entity and a wholly owned subsidiary of Parent. As a result of the Merger, Campus Crest will no longer be a publicly held company. Following the Merger, Campus Crest common stock will be delisted from The New York Stock Exchange and deregistered under the Exchange Act.

***Q: When is the Merger expected to be completed?***

A: We currently expect the Merger to be completed by the end of the first quarter of 2016, subject to receipt of required approval from Campus Crest's stockholders and subject to the satisfaction or waiver of the other conditions contained in the Merger Agreement. However, there is no assurance that the conditions to the Merger will be satisfied or that the Merger will close on the anticipated timeline or at all.

***Q: What happens if the Merger is not completed?***

A: If the Merger is not completed, you will not receive any payment for your shares of Campus Crest common stock. Instead, Campus Crest will remain a public company, and its common stock will continue to be registered under the Exchange Act and listed on the New York Stock Exchange. If the Merger is not completed because Campus Crest stockholders do not approve the Merger, Campus Crest will be required to reimburse Parent's expenses in an amount up to \$1,000,000, which reimbursement would reduce any termination fee subsequently payable by Campus Crest (as further described below).

Upon a termination of the Merger Agreement under specified circumstances set forth therein, Campus Crest may be required to pay Parent a termination fee equal to \$5,000,000. The Merger Agreement also provides that upon a termination of the Merger Agreement under certain circumstances set forth in the Merger Agreement, Parent may be required to pay Campus Crest a reverse termination fee equal to \$10,000,000. Subject to certain limitations set forth in the Merger Agreement, either party may terminate the Merger Agreement if the Merger is not consummated by March 31, 2016, or May 31, 2016 if additional time is required to obtain necessary lender consents. See “THE MERGER AGREEMENT—Termination Fees” beginning on page 98 for a description of the circumstances of when these payments would become payable.

***Q: As a common stockholder, what will I receive in the Merger?***

A: Each share of Campus Crest common stock you own at the Merger effective time will automatically be cancelled and converted into the right to receive (i) \$6.97 in cash, and (ii) a pro rata share (currently estimated to be up to \$0.04 per share based on the CAD/\$ exchange rate as of December 1, 2015) of distributions from certain funds held in escrow following Campus Crest’s disposition of its interests in its former Montreal joint venture, without interest, less any applicable tax withholding. If all or a portion of the Contingent Consideration has not been released from escrow prior to the Merger effective time, the Contingent Consideration will instead be paid in the form of one non-transferable contingent value right (“CVR”) for each share of Campus Crest common stock, with each CVR representing the right to receive a pro rata share of the escrowed funds if and when they are released from escrow.

**Q:**

**What are the CVRs?**

A: The CVRs are non-transferable contingent value rights that may be issued as part of the aggregate Merger Consideration to Campus Crest stockholders if all or a portion of the Contingent Consideration has not been released from escrow prior to the Merger effective time. Each CVR gives the holder the right to a pro rata share of distributions from certain funds held in escrow following Campus Crest’s disposition of its interest in its former Montreal joint venture on October 30, 2015.

There are two separate escrow accounts. One of the escrow accounts holds CAD3,408,750 (or approximately \$0.033 per share of Campus Crest common stock based on the CAD/\$ exchange rate as of December 1, 2015) which was withheld from the net sale proceeds from the sale of the interests in the Montreal joint venture in order to pay Canadian withholding tax that may be due on the sale. Campus Crest has filed a request with the Canada Revenue Authority to issue a certificate certifying that the sale proceeds are not subject to such tax, and the tax escrow funds will be (i) released from the escrow upon Campus Crest’s delivery of the certificate to the escrow agent, or (ii) reduced by the amount of any such tax, and the balance released. In addition, CAD450,000 of the net proceeds (or approximately \$0.004 per share of Campus Crest common stock based on the CAD/\$ exchange rate as of December 1, 2015) from the sale was deposited in an escrow account to secure certain indemnification obligations of Campus Crest arising out of the sale of the Montreal interests. If there are no valid claims against the indemnification escrow, the indemnification escrow funds are due to be released on February 27, 2016.

If either of these escrow amounts is released from escrow prior to the Merger effective time, then the released funds will be paid to Campus Crest stockholders together with the Cash Consideration. If the Merger effective time occurs before either of these funds are released from escrow, then the CVRs will be issued to stockholders at the Merger effective time and the escrowed funds will be distributed to stockholders in respect of their CVRs when and if the underlying funds are released from escrow. Although Campus Crest currently expects the entire amount of the funds to be released from each of these escrows, there is no assurance that all or any part of the funds will be released, or any certainty as to the timing of any release. In addition, the CVRs are not freely transferable and, accordingly, will not be listed on any securities exchange. Also, the tax consequences regarding the receipt of the CVRs are uncertain. See “The Merger — Material U.S. Federal Income Tax Consequences — Consequences of the Receipt of CVRs to U.S. Holders of our Common Stock” on page 76.

You are advised to approve the Merger and the Merger Agreement only if you are willing to assume the risk that these contingent events may not occur and that there may be no cash consideration ultimately paid to you in excess of \$6.97 per share of Campus Crest common stock.

***Q: How does the Merger Consideration compare to the market price of Campus Crest common stock?***

The Merger Consideration of \$7.01 per share represents an approximate 23.4% premium over Campus Crest's closing price on October 16, 2015 (the closing price on the trading day of the announcement of the proposed A: Merger), and an approximate 8.1%, 29.3% and 31.9% premium over the volume weighted average prices of Campus Crest common stock over the 12-month, 3-month, and 1-month periods ended October 16, 2015, respectively.

***Q: If the Merger is completed, when can I expect to receive the Merger Consideration for my shares of Campus Crest common stock?***

A: If the Merger is completed, you will receive a letter of transmittal promptly following the Merger closing date describing how you may exchange your shares of Campus Crest common stock for the Merger Consideration. After receiving the proper documentation from you, the paying agent under the Merger Agreement will forward to you the portion of the Merger Consideration to which you are entitled.

***Q: What are the anticipated U.S. federal income tax consequences to me of the Merger?***

A: The receipt of the cash merger consideration and per share contingent consideration for each share of your Campus Crest common stock pursuant to the Merger will be treated as a sale of your stock in Campus Crest for an amount, per share, equal to the sum of: (i) \$6.97 in cash; and (ii) a pro rata share (currently estimated to be up to \$0.04 per share based on the CAD/\$ exchange rate as of December 1, 2015) of distributions from certain funds held in escrow following Campus Crest's disposition of its interests in its former Montreal joint venture. If all or a portion of the Contingent Consideration has not been released from escrow prior to the Merger effective time, the Contingent Consideration will instead be paid in the form of one CVR for each share of Campus Crest common stock, with each CVR representing the right to receive a pro rata share of the escrowed funds if and when they are released from escrow. The aggregate amount of the Merger Consideration is currently expected to be \$7.01 per share of Campus Crest common stock. Generally, for U.S. federal income tax purposes, you will recognize gain (or loss) to the extent the Merger consideration per share of Campus Crest common stock is greater than (or less than) your adjusted tax basis in that share. For such purposes, your basis in your Campus Crest common stock will generally be equal to the price at which you purchased such stock less any distributions you received that constituted a return of capital prior to the Merger. The amount of gain or loss you recognize, and the timing of such gain or loss, depends on whether the Contingent Consideration is paid in cash at the Merger effective time or in CVRs as there is substantial uncertainty with respect to the U.S. federal income tax treatment of the CVRs. In addition, under certain circumstances, we may be required to withhold a portion of your Merger Consideration under applicable tax laws, and we intend to withhold a portion of the Merger Consideration paid to non-U.S. stockholders to the extent

required under the Foreign Investment in Real Property Tax Act, which we refer to as “FIRPTA.” Please see “The Merger — Material U.S. Federal Income Tax Consequences” on page 73 for a more complete discussion of the U.S. federal income tax consequences of the Merger. Tax matters can be complicated and the tax consequences of the Merger to you will depend on your particular tax situation. We encourage you to consult your tax advisor regarding the tax consequences of the Merger to you.

***Q: Should I send in my stock certificates now?***

A: No. If the Merger is completed, you will receive a separate letter of transmittal with instructions for the surrender of your Campus Crest common stock share certificates. Please do not send in your stock certificates with your proxy.

***Q: What constitutes a quorum for the Annual Meeting?***

Under our Bylaws, the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at the Annual Meeting constitutes a quorum. If you submit a properly executed proxy card or submit your proxy or voting instructions by telephone or Internet, even if you abstain from voting, your shares of Campus Crest common stock will be counted for purposes of determining whether a quorum is present at the Annual Meeting.

Banks, brokerage firms and other nominees who hold shares for the accounts of their clients may vote such shares either as directed by their clients or in their own discretion on “routine” matters. When a broker does not receive instructions from a non-record owner on how to vote shares with respect to a “non-routine” matter, a broker “non-vote” occurs. Broker “non-votes” will be treated as present for purposes of determining whether a quorum is present, but will not be counted as votes cast “**FOR**” or “**AGAINST**” any matter.

***Q: What happens if I sell my common stock before the Annual Meeting?***

A: The record date is earlier than both the date of the Annual Meeting and the closing of the Merger. In order to receive the per-share Merger Consideration, you must hold your shares upon completion of the Merger. If you held shares of Campus Crest common stock on the record date but transfer them prior to the Merger effective time, you will retain your right to vote at the Annual Meeting, but not the right to receive the Merger Consideration for such shares. The right to receive such consideration when the Merger becomes effective will pass to the person who owns the shares that you previously owned.

***Q: What will happen if I abstain from voting or fail to vote?***

A: Approval of the Merger and the Merger Agreement requires the affirmative vote of the holders of a majority of the outstanding shares of common stock of Campus Crest entitled to vote thereon as of the close of business on the record date for the Annual Meeting. Because the required vote for this proposal is based on the number of outstanding shares of Campus Crest common stock that are entitled to be cast rather than on the number of votes actually cast, failure to vote shares and abstentions will have the same effect as voting “against” the proposal to approve the Merger and the Merger Agreement.

The required vote for election of directors and the other proposals presented at the Annual Meeting is based on the number of votes actually cast by holders of outstanding shares of Campus Crest common stock that are entitled vote, rather than on the number of votes entitled to be cast, and because abstentions are not treated as votes cast, failure to vote shares and abstentions will have no effect on the outcome of the election of directors or the other proposals at the Annual Meeting.

If you are a beneficial owner whose shares are held of record by a broker, your broker has discretionary voting authority under NYSE rules to vote your shares on the ratification of the selection of Grant Thornton LLP as our independent registered public accounting firm even if the broker does not receive voting instructions from you. However, your broker does not have discretionary authority to vote on the approval of the other six proposals to be considered at the Annual Meeting, in which case a broker non-vote will occur and your shares will not be voted on these matters. Accordingly, it is particularly important that beneficial owners instruct their brokers how they wish to vote their shares. The failure by the holders of shares of Campus Crest common stock to attend the Annual Meeting and vote or authorize a proxy to vote their shares of Campus Crest common stock at the Annual Meeting will have the same effect as a vote “against” the proposal to approve the Merger and the Merger Agreement, as will abstentions.

In order for your shares to be voted, you must either return the enclosed proxy card, authorize your proxy or voting instructions by telephone or Internet, or vote in person at the Annual Meeting. If you properly sign, date and return a proxy card, but do not indicate how your shares of Campus Crest common stock should be voted on a matter, the shares represented by your proxy will be voted as our Board of Directors recommends (i.e., "FOR" the proposal to approve the Merger and the Merger Agreement and the other proposals recommended by our Board of Directors).

***Q: Why is my vote important?***

If you do not submit a proxy or voting instructions or vote in person at the Annual Meeting, it will be more difficult for us to obtain the necessary quorum to hold the Annual Meeting. In addition, because the proposal to approve the Merger and the Merger Agreement must be approved by the affirmative vote of holders of a majority of the outstanding shares of common stock of Campus Crest entitled to vote thereon as of the close of business on the record date for the Annual Meeting, failure to vote your shares will have the same effect as a vote against the approval of the Merger and the Merger Agreement.

***Q: What is the position of the Board of Directors regarding the proposals being presented at the Annual Meeting?***

Our Board of directors unanimously recommends that you vote "FOR" the proposal to approve the Merger and the Merger Agreement, "FOR" the non-binding, advisory, merger-related compensation proposal, "FOR" the approval of any adjournments of the Annual Meeting for the purpose of soliciting additional proxies if there are not sufficient votes at the Annual Meeting to approve the Merger and the Merger Agreement, "FOR" the election of each of the director nominees named in Proposal 4, "FOR" the ratification of the selection by Campus Crest's audit committee of Grant Thornton LLP as Campus Crest's independent registered public accounting firm for the year ending December 31, 2015 and "FOR" the non-binding, advisory proposal to approve the compensation paid to Campus Crest's named executive officers. Our Board of Directors makes no recommendation on the non-binding, advisory stockholder proposal regarding majority voting in uncontested director elections at Campus Crest.

***Q: What vote is required to approve the Merger and the Merger Agreement and the other proposals to be considered at the Annual Meeting?***

Approval of the Merger and the Merger Agreement requires the affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of common stock of Campus Crest entitled to vote thereon as of the close of business on the record date for the Annual Meeting. **Failure to submit a vote (i.e., not submitting a proxy card, authorizing your proxy or voting instructions by telephone or Internet, or voting in person), abstentions and "broker non-votes" will have the same effect as a vote against Proposal 1.**

Election of a nominee to the Board of Directors requires the affirmative vote of a plurality of the votes cast by stockholders present or in person or represented by proxy and entitled to vote at the Annual Meeting. Each of the other proposals to be voted upon at the Annual Meeting requires the affirmative vote of the holders of a majority of the

votes cast on the proposal.

*Q: Why am I being asked to consider and cast a vote on the non-binding proposal to approve the merger-related compensation?*

In July 2010, the U.S. Securities and Exchange Commission adopted rules that require public companies to seek a non-binding, advisory vote to approve certain compensation that may become payable to their named executive officers in connection with merger transactions.

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***Q: What will happen if stockholders do not approve the non-binding, advisory proposal to approve the merger-related compensation?***

A: The vote to approve the non-binding, advisory Merger-Related Compensation Proposal is a vote separate and apart from the vote to approve the Merger and the Merger Agreement. Approval of this proposal is not a condition to completion of the Merger. The vote on this proposal is a non-binding, advisory vote only, and it is not binding on us, our Board of Directors or our compensation committee. Further, the underlying arrangements are contractual in nature and not, by their terms, subject to stockholder approval. Accordingly, regardless of the outcome of the non-binding, advisory vote, if the Merger is completed, our named executive officers will be eligible to receive the compensation that may become payable to them in connection with the Merger, in accordance with the terms and conditions applicable to such compensation.

***Q: Do any of Campus Crest's directors and executive officers have any interest in the Merger that is different than mine?***

A: Yes. Our Board of Directors and executive officers have certain interests in the Merger that may be different from, or in addition to, the interests of our stockholders, including the consideration that they would receive with respect to their outstanding restricted stock in Campus Crest in connection with the Merger. Additionally, our executive officers may become entitled to receive certain severance payments and benefits following the closing of the Merger. See "The Merger—Interests of Our Directors and Executive Officers in the Merger" for additional information about possible interests that our directors and executive officers may have in the Merger that are different than yours.

***Q: How do I cast my vote?***

A: Stockholders may vote their shares of Campus Crest common stock at the Annual Meeting in one of four ways: (i) by mail via the enclosed proxy card, (ii) by telephone at the toll-free number provided on the enclosed proxy card, (iii) over the Internet at the Web site provided on the enclosed proxy card or (iv) in person at the Annual Meeting.

***Q: If my shares of Campus Crest common stock are held in "street name" by my broker or bank, will my broker or bank vote my shares for me?***

A: If you own shares of Campus Crest common stock through a broker, bank or other nominee (i.e., in "street name"), you must provide voting instructions in accordance with the instructions on the voting instruction card that your broker, bank or other nominee provides to you, since brokers, banks and other nominees do not have discretionary voting authority with respect to non-routine matters, such as approval of the Merger and the Merger Agreement, the Merger-Related Compensation proposal, the Adjournment Proposal, election of directors and executive compensation proposals. Brokers normally do have discretion to vote on routine matters, such as ratification of auditors. If you have not received such voting instructions or require further information regarding such voting

instructions, contact your broker, bank or other nominee who can give you directions on how to vote your shares of Campus Crest common stock. If you hold your shares of Campus Crest common stock through a broker, bank or other nominee and wish to vote in person at the Annual Meeting, you must obtain a “legal proxy,” executed in your favor, from the broker, bank or other nominee (which may take several days). If you do not obtain a legal proxy from your broker, bank or other nominee, you can still attend the Annual Meeting, but you will not be able to vote your shares at the Annual Meeting.

***Q: Do I need identification to attend the Annual Meeting in person?***

A: Yes. Please bring proper identification. Anyone without proper identification will not be admitted to the Annual Meeting.

***Q: If I am going to attend the Annual Meeting, should I return my proxy card(s)?***

A: Yes. Returning your signed and dated proxy card(s) ensures that your shares of Campus Crest common stock will be represented and voted at the Annual Meeting. You may revoke your proxy at any time prior to the vote at the Annual Meeting by filing with our Secretary a written revocation of your proxy or by delivering an authorized proxy bearing a later date or by attending the meeting and voting in person.

***Q: Can I participate if I am unable to attend the Annual Meeting?***

A: If you are unable to attend the Annual Meeting in person, we encourage you to complete, sign, date and return your proxy card, or submit your proxy or voting instructions by telephone or Internet.

***Q: How will my proxy be voted?***

A: All shares of Campus Crest common stock held by stockholders entitled to vote and represented by properly completed proxies received prior to the Annual Meeting, and not revoked, will be voted at the Annual Meeting as instructed on the proxies. If you properly sign, date and return a proxy card, but do not indicate how your shares of Campus Crest common stock should be voted on a matter, the shares represented by your proxy will be voted as our Board of Directors recommends, i.e., "FOR" the proposal to approve the Merger and the Merger Agreement, "FOR" the non-binding, advisory, merger-related compensation proposal, "FOR" the approval of any adjournments of the Annual Meeting for the purpose of soliciting additional proxies if there are not sufficient votes at the Annual Meeting to approve the Merger and the Merger Agreement, "FOR" the election of each of the director nominees named in Proposal 4, "FOR" the ratification of the selection by Campus Crest's audit committee of Grant Thornton LLP as Campus Crest's independent registered public accounting firm for the year ending December 31, 2015 and "FOR" the non-binding, advisory proposal to approve the compensation paid to Campus Crest's named executive officers.

***Q: Can I revoke my proxy or change my vote after I have delivered my proxy?***

A: Yes, you may revoke a previously authorized proxy at any time before the Annual Meeting by filing with our Secretary a written revocation of your proxy or by delivering an authorized proxy bearing a later date either over the Internet, by mail or by telephone or by attending the Annual Meeting and voting in person. Attendance at the Annual Meeting will not, in itself, constitute revocation of a previously authorized proxy.

If you hold your shares of common stock in "street name" with a bank, broker firm, dealer, trust company or other nominee, only that nominee can exercise the right to vote with respect to the shares of common stock that you beneficially own through such nominee and only upon receipt of your specific instructions. Accordingly, you may change your voting instructions only by following the directions received from your bank, broker firm, dealers, trust company or other nominee for changing your voting instructions.

***Q: What rights do I have if I oppose the Merger?***

A: If you are a Campus Crest common stockholder of record on the record date, you can vote against the proposal to approve the Merger and the Merger Agreement. You are not, however, entitled to appraisal rights, dissenters' rights or similar rights of an objecting stockholder under Maryland law. See "No Dissenters' Rights of Appraisal" for more information.

***Q: What will happen to my shares of Campus Crest common stock after the Merger?***

A: Following the completion of the Merger, your shares of Campus Crest common stock will be cancelled pursuant to the Merger Agreement in exchange for the right to receive the Merger Consideration for each share of Campus Crest common stock you hold. Trading in shares of Campus Crest common stock on the New York Stock Exchange will cease. Price quotations for shares of Campus Crest common stock will no longer be available and we will cease filing reports with the Securities and Exchange Commission.

***Q: Have any stockholders already agreed to approve the Merger?***

A: To our knowledge, there are no agreements between any stockholders who are entitled to vote at the Annual Meeting in which a stockholder has agreed to vote in favor of approval of the Merger.

***Q: Where can I find more information about Campus Crest?***

Campus Crest files certain information with the Securities and Exchange Commission. You may read and copy this information at the Securities and Exchange Commission's public reference facilities. You may call the Securities and Exchange Commission at 1-800-SEC-0330 for information about these facilities. This information is also available on the Securities and Exchange Commission's website at [www.sec.gov](http://www.sec.gov) and on our website at <http://campuscrest.com>. Except as provided in "Where You Can Find More Information", the information found on, or otherwise accessible through, these websites is not incorporated into, and does not form a part of, this Proxy Statement or any other report or document Campus Crest files with or furnishes to the Securities and Exchange Commission. You can also request copies of these documents from us. See "Where You Can Find More Information."

***Q: Who will solicit and pay the cost of soliciting proxies?***

A: Campus Crest will bear the cost of the solicitation of proxies for the Annual Meeting. Our Board of Directors is soliciting your proxy on Campus Crest's behalf. In addition to the use of mails, proxies may be solicited by personal interview, telephone, facsimile, e-mail or otherwise, by the directors, officers and other employees of Campus Crest. In addition, we have engaged Innisfree M&A Incorporated to assist in the solicitation of proxies for a fee not to exceed \$20,000 and reimbursement of out-of-pocket expenses. We will also request persons, firms and corporations holding shares of Campus Crest common stock in their names or in the names of their nominees, that are beneficially owned by others, to send or cause to be sent proxy materials to and obtain proxies from, such beneficial owners and will reimburse such holders for their reasonable expenses in doing so.

***Q: What should I do if I receive more than one set of voting materials for the Annual Meeting?***

A: You may receive more than one set of voting materials for the Annual Meeting, including multiple copies of this Proxy Statement and multiple proxy cards or voting instruction cards. For example, if you hold your Campus Crest common stock in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold shares. If you are a holder of record and your shares are registered in more than one name, you will receive more than one proxy card. Please submit each separate proxy or voting instruction card that you receive by following the instructions set forth in each separate proxy or voting instruction card.

***Q: Who can help answer my questions about the Annual Meeting or the other proxy materials?***

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If you have any questions about the Annual Meeting, the proxy materials or how to submit your proxy or the A: enclosed proxy card or voting instructions, or if you need additional copies of this Proxy Statement, the enclosed proxy card or voting instructions, you should contact:

Campus Crest Communities, Inc.

2100 Rexford Road

Suite 400

Charlotte, North Carolina 28211

(704) 496-2500

Attention: Investor Relations

You may also contact Innisfree M&A Incorporated, our proxy solicitor, as follows:

Innisfree M&A Incorporated

501 Madison Avenue

New York, NY 10022

Stockholders may call toll-free: (888) 750-5834

Banks and brokers may call collect: (212) 750-5833

If your broker holds your shares, you should also contact your broker for additional information.

***Q: Where can I find the voting results of the Annual Meeting?***

A: We intend to announce preliminary voting results at the Annual Meeting and publish final results in a Current Report on Form 8-K that will be filed with the Securities and Exchange Commission following the Annual Meeting. All reports that we file with the Securities and Exchange Commission are publicly available on the Securities and Exchange Commission's website at [www.sec.gov](http://www.sec.gov) when filed.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Proxy Statement and the documents incorporated herein by reference contain “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. The forward-looking statements, which include statements regarding the proposed Merger may be identified by the inclusion of words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “goal” and variations of such words and other expressions, and are based on current expectations, estimates, assumptions and projections that are subject to change, and actual results may differ materially from the forward-looking statements. These statements, as they relate to Campus Crest, Parent, Merger Sub, the management of any such company or the proposed Merger, involve risks and uncertainties that may cause results to differ materially from those set forth in the statements. Campus Crest intends that such forward-looking statements be subject to the safe-harbor provided by the Private Securities Litigation Reform Act of 1995. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Campus Crest’s actual results, performance or achievements or industry results to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Many factors, including the following, could cause actual results to differ materially from the forward-looking statements:

- the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement;

- the outcome of the legal proceedings that have been, or may be, instituted against Campus Crest and others following announcement of our entering into the Merger Agreement;

- the inability to complete the proposed Merger due to the failure to satisfy the conditions to the Merger, including obtaining the approval of Campus Crest’s stockholders, certain required lender consents and other closing conditions more fully described in the Merger Agreement and this Proxy Statement;

- potential difficulties in employee retention as a result of the proposed Merger;

- the value of any CVRs which may be issued in connection with the Merger;

- legislative, regulatory and economic developments;

- risks related to the disruption of management’s attention from Campus Crest’s ongoing business operations due to the proposed Merger as well as risks that the proposed Merger disrupts current plans and operations of Campus Crest;

the effect of the announcement of the proposed Merger on Campus Crest's relationships with colleges and universities, relationships with tenants, operating results and business generally; and

other risks and uncertainties described under "Item 1A. Risk Factors" in the Campus Crest's Annual Report on Form 10-K for the year ended December 31, 2014 and in the Campus Crest's Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2015, June 30, 2015 and September 30, 2015 and in other documents filed with the Securities and Exchange Commission by Campus Crest.

Given these uncertainties, current and prospective investors should be cautioned in their reliance on such forward-looking statements. Except as required by law, Campus Crest disclaims any obligation to update any such factors or to publicly announce the results of any revision to any of the forward-looking statements contained herein to reflect future events or developments. A more comprehensive discussion of risks, uncertainties, financial reporting restatements, and forward-looking statements may be seen in Campus Crest's Annual Report on Form 10-K and other periodic filings with the Securities and Exchange Commission.

## **THE PARTIES TO THE MERGER**

### **Campus Crest Parties**

Campus Crest, a Maryland corporation formed in March 2010, is a self-administered and self-managed real estate investment trust (“REIT”) focused on owning and managing a high-quality student housing portfolio located close to college campuses. Campus Crest currently owns (i) limited partnership interests in, and (ii) all of the issued and outstanding equity interests in the sole general of, the Operating Partnership, which is a Delaware limited partnership formed in March 2010. Campus Crest holds substantially all of its assets, and conducts substantially all of its business, through the Operating Partnership. As of October 19, 2015, Campus Crest, through its affiliates, had ownership interests in 79 student housing properties with over 42,000 beds across North America. Campus Crest is traded on the New York Stock Exchange under the symbol “CCG.”

CCGSR, Inc. (“CCGSR”) is a newly formed Delaware corporation created solely for the purpose of representing the stockholders of Campus Crest pursuant to the Merger Agreement if the CVRs are issued at the closing of the Merger as part of the Contingent Consideration. CCGSR has not carried on any activities to date other than activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the Merger Agreement.

The address of Campus Crest is 2100 Rexford Road, Suite 414, Charlotte, North Carolina, 28211. The telephone number of Campus Crest is (704) 496-2500.

### **HSRE Parties**

HSRE Quad Merger Parent, LLC (“Parent”) is a newly formed Delaware limited liability company and an affiliate of Harrison Street Real Estate Capital, LLC, a Delaware limited liability company (“HSRE”). HSRE Quad Merger Sub, LLC (“Merger Sub”) is a newly formed Maryland limited liability company and a wholly owned subsidiary of Parent. Parent and Merger Sub are collectively referred to as the “HSRE Parties.” The HSRE Parties were created solely for the purpose of engaging in the transactions contemplated by the Merger Agreement. Neither Parent nor Merger Sub has carried on any activities to date other than activities incidental to their formation and activities undertaken in connection with the transactions contemplated by the Merger Agreement. The HSRE Parties are affiliates of HSRE, a real estate private equity firm founded in September 2005 that directly and through its affiliates, has approximately \$8 billion in assets under management through commingled funds and public securities products. The commingled funds focus exclusively on the Education, Healthcare and Storage segments of the US & European real estate markets. Since inception, HSRE has acquired or developed over \$10 billion of real estate throughout 480 properties in 40 states

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including over 63,000 student housing beds, more than 14,000 senior housing units, over 5.9 million square feet of medical office space, and more than 92,000 self-storage units.

The address of the HSRE Parties and HSRE is 71 South Wacker Drive, Suite 3575, Chicago, IL 60606. The telephone number of the HSRE Parties and HSRE is (312) 920-0500.

## THE ANNUAL MEETING

We are furnishing this Proxy Statement to our stockholders as part of the solicitation of proxies by our Board of Directors for use at the Annual Meeting in connection with the matters to be voted on at the Annual Meeting which include, among other things, the adoption of the Merger Agreement and the consummation of the proposed Merger. This Proxy Statement provides our stockholders with the information they need to know to be able to vote or instruct their vote to be cast at the Annual Meeting and should be read carefully in its entirety.

### Date, Time and Purpose of the Annual Meeting

This Proxy Statement is being furnished to our stockholders in connection with the solicitation of proxies by our Board of Directors to be exercised at the annual Meeting to be held on January 26, 2016 at 10:00 a.m., Eastern Time, at our corporate headquarters at 2100 Rexford Road, Suite 414, Charlotte, North Carolina 28211, unless adjourned or postponed to a later date. The purpose of the Annual Meeting is for you to consider and vote on the following matters:

1. to approve the Merger of Campus Crest with and into Merger Sub, pursuant to the terms and conditions of the Merger Agreement;
2. to approve on an advisory (non-binding) basis the compensation that may become payable to Campus Crest's named executive officers in connection with the Merger;
3. to approve any adjournments of the Annual Meeting for the purpose of soliciting additional proxies if there are not sufficient votes at the Annual Meeting to approve the Merger and the Merger Agreement;
4. to elect eight (8) directors to hold office until our 2016 annual meeting of stockholders and until their successors have been duly elected and qualified, or, if earlier, until the closing of the Merger;
5. to ratify the selection by Campus Crest's audit committee of Grant Thornton LLP as Campus Crest's independent registered public accounting firm for the year ending December 31, 2015;
6. to approve on an advisory (non-binding) basis the compensation paid to Campus Crest's named executive officers;  
and

7 to consider on an advisory (non-binding) basis a stockholder proposal regarding majority voting in uncontested director elections at Campus Crest.

We are not aware of any other business to be acted upon at the Annual Meeting or any postponements or adjournments thereof. If, however, other matters are properly brought before the Annual Meeting or any postponements or adjournments thereof, the persons named as proxies on the enclosed proxy card will vote on those matters in their discretion.

The affirmative vote of holders of a majority of the outstanding shares of common stock of Campus Crest entitled to vote thereon as of the close of business on the record date for the Annual Meeting is required to approve the Merger Agreement and for the Merger to occur. A copy of the Merger Agreement is attached as Exhibit A to this Proxy Statement, which we encourage you to read carefully in its entirety.

### **Record Date, Notice and Quorum**

The record date for the Annual Meeting is December 1, 2015. You are entitled to receive notice of and vote at the Annual Meeting if you owned shares of Campus Crest common stock as of t