

**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
BENEFICIAL INTERESTS IN
BLUE DOOR PROPERTY III, DST**

\$28,444,976 of Delaware Statutory Trust Interests
Minimum Purchase for Section 1031 Investors: \$100,000
Minimum Purchase for Cash Investors: \$25,000

Blue Door Property III, DST, a newly formed Delaware statutory trust (the “**Parent Trust**”) and an affiliate of Blue Door AM I, LLC, a Delaware limited liability company (the “**Sponsor**”), is hereby offering (the “**Offering**”) to sell to certain qualified, Accredited Investors (as defined herein) (the “**Investors**”) pursuant to this Confidential Private Placement Memorandum (as amended and supplemented and with all exhibits hereto, the “**Memorandum**”) beneficial interests (the “**Interests**”) in the Parent Trust. The Sponsor is an affiliate of SmartStop Self Storage REIT, Inc., a Maryland corporation (the “**SmartStop**”) (NYSE: SMA), a leading owner and operator of self-storage facilities in the United States and Canada. **This Memorandum should be read in its entirety before making an investment decision.**

For the avoidance of doubt, the Maximum Offering Amount of this Offering is stated as \$28,444,976. Nevertheless, that amount is for 100% of the Interests in the Trust and an affiliate of the Sponsor shall retain a minimum of 1% of the Interests. All references in this Memorandum to fees, expenses, and other related items with respect to the Offering have been computed on the basis of a Maximum Offering Amount of \$28,444,976, and accordingly, any such fees, expenses, and other related items shall be borne by the affiliate of the Sponsor to the extent it retains Interests in the Trust.

The Properties

The Parent Trust owns 100% of the beneficial interests in the Delaware statutory trusts (each, an “**Operating Trust**” and collectively, the “**Operating Trusts**”) set forth in the table below and as further described in this Memorandum. The Operating Trusts, together with the Parent Trust, are collectively referred to herein as the “**Trusts**,” and each may be referred to as a “**Trust**,” which terms may either be a generic reference to one or more of the Trusts or may mean and refer to a particular Trust, as the context requires.

Each Operating Trust owns the land and improvements located at the corresponding address set forth in the table below (each, a “**Property**” and collectively, the “**Properties**”). Each of the Properties is operated as a self-storage facility under the SmartStop® Self Storage name.¹

Operating Trust	Property	Number of Storage Units and Vehicle Storage Spaces*
Blue Door 4860 N 83rd Ave, DST (the “ Phoenix Trust ”)	4860 North 83rd Avenue Phoenix, AZ 85033 (the “ Phoenix Property ”)	711 storage units 0 vehicle storage spaces
Blue Door 460 Florida Central Pkwy, DST (the “ Longwood Trust ”)	460 Florida Central Parkway Longwood, FL 32750 (the “ Longwood Property ”)	542 storage units 12 vehicle storage spaces
Blue Door 8110 S Cockrell Hill Rd, DST (the “ Dallas Trust ”)	8110 S. Cockrell Hill Road Dallas, TX 75236 (the “ Dallas Property ”)	674 storage units 0 vehicle storage spaces 24 modular outdoor storage units

*The number of storage units and vehicle storage spaces is based on the Assessments (as defined herein).

¹The brand and all registered trademarks are owned by SmartStop OP, L.P., a direct subsidiary of SmartStop and an affiliate of the Sponsor.

In the aggregate, there are approximately 1,927 storage units, 24 modular outdoor storage units, and 12 vehicle storage spaces at the Properties.

The Phoenix Trust has leased the Phoenix Property to Blue Door Property Master Lessee III AZ, LLC, a Delaware limited liability company and affiliate of the Sponsor (the “**Phoenix Master Tenant**”), pursuant to a master lease agreement (the “**Phoenix Master Lease**”). The Phoenix Master Tenant subleases or rents the storage units at the Phoenix Property to space tenants (the “**Phoenix Tenants**”) pursuant to rental agreements (the “**Phoenix Rental Agreements**”). The Phoenix Master Lease and the Phoenix Rental Agreements are referred to together herein as the “**Phoenix Leases**.”

The Longwood Trust has leased the Longwood Property to Blue Door Property Master Lessee III FL LLC, a Delaware limited liability company and affiliate of the Sponsor (the “**Longwood Master Tenant**”), pursuant to a master lease agreement (the “**Longwood Master Lease**”). The Longwood Master Tenant subleases or rents the storage units and the vehicle storage spaces at the Longwood Property to space tenants (the “**Longwood Tenants**”) pursuant to rental agreements (the “**Longwood Rental Agreements**”). The Longwood Master Lease and the Longwood Rental Agreements are referred to together herein as the “**Longwood Leases**.”

The Dallas Trust has leased the Dallas Property to Blue Door Property Master Lessee III TX, LLC, a Delaware limited liability company and affiliate of the Sponsor (the “**Dallas Master Tenant**”), pursuant to a master lease agreement (the “**Dallas Master Lease**”). The Dallas Master Tenant subleases or rents the storage units and the modular outdoor storage units at the Dallas Property to space tenants (the “**Dallas Tenants**”) pursuant to rental agreements (the “**Dallas Rental Agreements**”). The Dallas Master Lease and the Dallas Rental Agreements are referred to together herein as the “**Dallas Leases**.”

The Phoenix Master Lease, the Longwood Master Lease and the Dallas Master Lease are together referred to herein as the “**Master Leases**,” and the Phoenix Master Tenant, the Longwood Master Tenant and the Dallas Master Tenant are together referred to herein as the “**Master Tenants**.” The Phoenix Rental Agreements, the Longwood Rental Agreements, and the Dallas Rental Agreements are collectively referred to herein as the “**Rental Agreements**,” and the Phoenix Tenants, the Longwood Tenants, and the Dallas Tenants are collectively referred to herein as the “**Tenants**.” The Master Lease and the Rental Agreements are referred to collectively as the “**Leases**” herein.

Each Master Tenant has entered into a property management agreement (each a “**Property Management Agreement**”, and collectively the “**Property Management Agreements**”) with Blue Door Property Management, LLC, a Delaware limited liability company and an affiliate of the Sponsor (the “**Property Manager**”), for the management and operation of the Properties. The Property Manager is an indirect subsidiary of SmartStop.

Acquisition and Financing of the Properties

Each Operating Trust acquired its Property from the corresponding third-party, Delaware limited liability company set forth in the table below (collectively, the “**Sellers**”). The purchase price and date of purchase of each of the Properties is also set forth in the table below. Each Property was originally acquired by its respective Operating Trust “free and clear” without utilization of a mortgage secured by the Property.

Property	Seller	Purchase Date	Purchase Price
The Phoenix Property	Westport Phoenix Self Storage, LLC, a Delaware limited liability company	February 20, 2025	\$19,487,600
The Longwood Property	Westport Longwood Self Storage, LLC, a Delaware limited liability company	February 20, 2025	\$10,500,000
The Dallas Property	Westport Dallas Self Storage, LLC, a Delaware limited liability company	March 11, 2025	\$14,250,000
		Total:	\$44,237,600

The Parent Trust acquired the Properties on November 13, 2025 for an aggregate purchase price of \$44,237,600. The Parent Trust funded the acquisition of the Properties with (i) cash, a portion of which came from a bridge loan provided by SmartStop OP, L.P., a Delaware limited partnership and a direct subsidiary of SmartStop and an affiliate of the Sponsor (the “**Bridge Lender**”), to the Sponsor (the “**Bridge Loan**”), which contributed the proceeds from the Bridge Loan (the “**Depositor Bridge Capital**”) to Blue Door Property Holdings III, LLC, a Delaware limited liability company and an affiliate of the Sponsor (the “**Depositor**”), and (ii) proceeds of three separate loans, each obtained by the corresponding Operating Trust and secured by a first priority mortgage on each Property in the aggregate amount of \$24,191,359, as described below.

Each of the Operating Trusts obtained a mortgage loan from SMST Lender, LLC, a Delaware limited liability company and affiliate of Smartstop (the “**Lender**”). Specifically, the Phoenix Trust obtained a mortgage loan in the original principal amount of \$10,656,806 (the “**Phoenix Loan**”), the Longwood Trust obtained a mortgage loan in the original principal amount of \$5,741,932 (the “**Longwood Loan**”), and the Dallas Trust obtained a mortgage loan in the original principal amount of \$7,792,621 (the “**Dallas Loan**”). The Phoenix Loan, the Longwood Loan and the Dallas Loan are together referred to herein as the “**Loans**,” and each may be referred to as a “**Loan**.”

Each of the Loans has a term of seven years with a maturity date of November 13, 2032 (“**Maturity Date**”), which will be automatically extended for up to two (2) additional periods of twelve (12) months each (each a “**Loan Extension Term**”), subject to the satisfaction of certain conditions described herein and the payment of an extension fee equal to 0.50% of the outstanding principal balance of such Loans. Each Loan bears interest at a fixed rate of 5.0%. The interest rate for each Loan Extension Term will be fixed at (i) the Secured Overnight Financing Rate (“**SOFR**”)² on the applicable maturity date, rounded upward to the nearest one-hundredth of one percent (0.01%), plus (ii) 1.50%. Each Loan is the separate obligation of the Operating Trust that obtained the Loan, For purposes of determining liabilities assumed with respect to the Properties in connection with an Investor’s Section 1031 Exchange (as defined herein), each Investor will be allocated a pro rata percentage of the Loans (equal to approximately \$85,046 per \$100,000 Interest).

As of the date of this Memorandum, the Depositor owns 99% of the beneficial interests in the Parent Trust and Blue Door Master Tenant Holdco, LLC, a Delaware limited liability company and an affiliate of the Sponsor (“**Blue Door Holdco**”), owns 1% of the beneficial interests in the Parent Trust. If any Interests in the Parent Trust cannot be sold, the Depositor or its affiliate will own the remaining Interests. For purposes of this Memorandum, whenever a reference is made to the Depositor owning an Interest, this reference should also be construed as including the Depositor’s affiliate as referenced above. The Interests owned by the Depositor and by Blue Door Holdco, will be held for investment purposes and not for resale.

The Trusts and the Trust Agreements

The terms of the Parent Trust are governed by a trust agreement (the “**Parent Trust Agreement**”) and the terms of the Operating Trusts are governed by the trust agreements of the respective Operating Trusts (each, an “**Operating Trust Agreement**” and collectively, the “**Operating Trust Agreements**”). The Parent Trust Agreement and the Operating Trust Agreements are sometimes collectively referred to herein as the “**Trust Agreements**” and each may be referred to as a “**Trust Agreement**,” which terms may either be a generic reference to one or more of the Trust Agreements or may mean and refer to a particular Trust Agreement, as the context requires. Blue Door Property Signatory III, LLC, a Delaware limited liability company and an affiliate of the Sponsor (the “**Signatory Trustee**”), is the trust manager under the Parent Trust Agreement and each Operating Trust Agreement and is responsible for the operation of the Trusts. The Parent Trust has entered into an asset management agreement (the “**Asset Management Agreement**”) with Blue Door Advisors, LLC, a Delaware limited liability company and an affiliate of the Sponsor (the “**Asset Manager**”), for the day-to-day management of the Trusts.

As of the date of this Memorandum, the beneficiaries of the Parent Trust are (1) the Depositor, with respect to 99% of the beneficial interests, and (2) Blue Door Holdco, with respect to 1% of the beneficial interests. The Interests offered herein represent 99% of the beneficial interests in the Parent Trust, which are held by the Depositor.

² As set forth in the Loan Documents, SOFR refers to the 30-Day Average SOFR published by the SOFR Administrator on the SOFR Administrator Website.

The Offering is being made for purposes of returning to the Depositor its capital contributions and reducing the Depositor's beneficial ownership of the Parent Trust, establishing reserves and paying all related fees and expenses. Blue Door Holdco expects to continue to own its 1% beneficial interest in the Parent Trust after the completion of the Offering. If any Interests cannot be sold, the Depositor and/or its affiliate will own the remaining Interests, provided that the holder of such unsold Interests (whether the Depositor or otherwise) reserves the right to sell or otherwise transfer such unsold Interests, to persons affiliated with the Sponsor or otherwise, whether pursuant to a secondary offering or otherwise. The Interests owned will be held for investment purposes and not for resale.

The Offering

The principal objectives of the Parent Trust, through the ownership of the Operating Trusts, are to (1) lease the Properties to the Master Tenants with the intent that it manage each of the Properties to realize its maximum operating performance; (2) pay distributions to Investors out of net cash flow as described in the Financial Forecast (the “**Financial Forecast**”) attached as Exhibit C to this Memorandum; (3) maintain the long-term value of the Properties, and (4) sell or otherwise dispose of the Properties. **There can be no assurance that any of these objectives will be achieved.**

Acquisition of the Interests is designed for, but not limited to, prospective Investors (each, a “**Section 1031 Investor**”) seeking to defer the recognition of gain on the sale of other real property (the “**Relinquished Property**”) under Section 1031 (“**Section 1031**”) of the Internal Revenue Code of 1986, as amended (the “**Code**”). A Section 1031 transaction (a “**Section 1031 Exchange**”) generally allows the seller of real estate to defer federal and state capital gains taxation on the sale by exchanging the Relinquished Property for another property of like kind. The Parent Trust has not requested, and does not plan to request, a ruling from the United States Internal Revenue Service (the “**IRS**”) that the Interests will be treated as a direct acquisition of the Properties by the Investors for purposes of Section 1031. However, tax counsel to the Parent Trust has provided a tax opinion that the acquisition of an Interest by an Investor **should** be treated as a direct acquisition of the Properties by an Investor for purposes of Section 1031. This opinion, however, is limited in scope and does not opine on all matters necessary for the prospective Investor's acquisition to qualify under Section 1031.

The minimum amount of Interests that a Section 1031 Investor may purchase is \$100,000, unless the Parent Trust waives this minimum requirement. The minimum amount of Interests that a prospective Investor making a cash investment without a Section 1031 Exchange (each, a “**Cash Investor**”) may purchase is \$25,000, unless the Parent Trust waives this minimum requirement. For purposes of this Memorandum, various fees have been calculated based on the sale of 100% of the Interests, equivalent to total proceeds of \$28,444,976 (the “**Maximum Offering Amount**”).

* * * * *

Unless extended by the Sponsor in its sole discretion, the Offering will terminate on or before the earlier of November 30, 2026 (which date is subject to extension by the Sponsor) or the date on which all \$28,444,976 of the Interests offered hereby have been sold.

	<u>Price to Investors</u>	<u>Selling Commissions and Expenses⁽¹⁾</u>	<u>Proceeds to Trust⁽²⁾</u>
Minimum Section 1031 Purchase ⁽³⁾	\$100,000	\$10,500	\$89,500
Minimum Cash Purchase ⁽³⁾	\$25,000	\$2,625	\$22,375
Maximum Offering Amount ⁽³⁾	\$28,444,976	\$2,986,722	\$25,458,254

- (1) Offers and sales of Interests will be made on a “best efforts” basis by broker-dealers (the “**Selling Group Members**”) who are members of the Financial Industry Regulatory Authority, Inc. (“**FINRA**”). Orchard Securities, LLC, a Utah limited liability company (the “**Managing Broker-Dealer**”) and a member of FINRA, serves as the Managing Broker-Dealer and will receive selling commissions (“**Selling Commissions**”) of up to 6.0% of the purchase price of the Interests sold by Selling Group Members (the “**Total Sales**”), some or all of which it may re-allow to the Selling Group Members; provided, however, that

this amount will be reduced in the event a lower commission rate is requested by a Selling Group Member and the commission rate will be the lower agreed upon rate. Thus, certain Investors may acquire Interests net of Selling Commissions. The Managing Broker-Dealer will also receive a managing broker-dealer fee of up to 3.5% of the Total Sales, which may be re-allowed, in whole or in part, to the Selling Group Members (the “**Managing Broker-Dealer Fee**”). The Parent Trust will also reimburse the Sponsor and its affiliates for various organizational and offering expenses of up to 1.0% (the “**O&O Expenses**”). Except as set forth below, the total aggregate amount of Selling Commissions, allowances, wholesaler fees and expense reimbursements (collectively, the “**Selling Commissions and Expenses**”) will not exceed 10.5% of the Total Sales. The Parent Trust will pay the Selling Commissions and Expenses out of the gross Offering proceeds. For purposes of calculating the Total Sales, any discounts or reductions of Selling Commissions and Expenses or other fees with respect to any purchase of Interests will be disregarded.

In addition to the foregoing fees and expenses, the Managing Broker-Dealer will receive the following fees and reimbursements: (1) (a) a servicing fee of up to \$2,000 per month, and (b) a wholesaling fee of up to \$10,000 per month, plus certain reimbursements, in each case for the duration of the Offering, in connection with its role in effectuating the Offering, neither of which will come from the Offering proceeds or distributions from the Trust; (2) 20% of the Acquisition Fee (as defined herein) (equal to approximately \$266,877); and (3) 7.5% of the Disposition Fee (as defined herein) paid to Master Tenant in connection with the disposition of the Property. See “COMPENSATION OF THE SPONSOR AND ITS AFFILIATES.”

- (2) The proceeds shown above are after deducting the Selling Commissions and Expenses, but before deducting the following fees and expenses, which will be paid by the Parent Trust out of gross Offering proceeds: (i) closing costs in connection with the acquisition of the Properties of \$249,798; (ii) reserves for the Trusts of \$3,022,900; (iii) interest costs related to Depositor Bridge Capital of \$250,000; (iv) financing costs related to the interest-rate buy-down and origination fee of \$554,929; and (v) an acquisition fee payable to the Sponsor or its affiliate in the amount of \$1,334,385 for its role in arranging the acquisition of the Properties, and/or the Offering (“**Acquisition Fee**”). See “ESTIMATED SOURCES AND USES OF PROCEEDS.” Certain of these costs and expenses are based on certain assumptions made by the Depositor. If the actual costs and expenses exceed the estimates, the Depositor will be responsible for the excess amount. Conversely, if the estimates exceed the actual costs and expenses, the Depositor will retain the difference as additional compensation. The Depositor expects that no proceeds of the Offering after payment of the costs and expenses described above will be retained by the Depositor. The Sponsor and its affiliates will be entitled to additional compensation in connection with this Offering and the operation of the Properties. See “COMPENSATION OF THE SPONSOR AND ITS AFFILIATES.”
- (3) The minimum amount of Interests that a Section 1031 Investor may purchase is \$100,000, which is equal to an approximately 0.3516% Interest in the Parent Trust, unless the Parent Trust waives this minimum requirement. The minimum amount of Interests that a Cash Investor may purchase is \$25,000, which is equal to an approximately 0.0879% Interest in the Parent Trust, unless the Parent Trust waives this minimum requirement. The Maximum Offering Amount assumes that all Interests are sold without adjustments to Selling Commissions and Expenses.

This Confidential Private Placement Memorandum is dated November 13, 2025.

A WARNING ABOUT INVESTING IN THE INTERESTS

Each prospective Investor should consult with the prospective Investor's own tax advisor regarding an investment in the Interests and the qualification of the prospective Investor's transaction under Section 1031 for the prospective Investor's specific circumstances. Each prospective Investor's specific circumstances may differ and, as a result, no assurances can be given and no legal opinion will be provided that the purchase of the Interests by any prospective Investor will qualify as a Section 1031 Exchange.

An investment in the Interests involves significant risk and is suitable only for Investors who have adequate financial means, desire a relatively long-term investment and who will not need immediate liquidity from their investment and can afford to lose their entire investment. The risks involved with an investment in Interests include, but are not limited to:

- Investors have limited control over the Trusts and the Properties.
- The Trustees (as defined herein) have limited duties to Investors, and limited authority.
- There are inherent risks with real estate investments generally.
- The long-term macroeconomic effects of the COVID-19 pandemic and any future pandemic or epidemic could have a material adverse impact on the financial performance and results of operations of the Properties.
- Certain risks are inherent to the self-storage industry, such as significant occupancy rate fluctuations and relatively low capital requirements or other barriers to entry for competing properties.
- An investment in Interests will not be diversified as to the type of asset, geographic location or tenant mix.
- The Trusts depend on the Master Tenants for revenue and the Master Tenants depends on the Tenants under the Rental Agreements, and any default by the Master Tenants or the Tenants will adversely affect the operations of the Trusts.
- The Trusts and the Master Tenants depend on the Property Manager to operate the Properties.
- The Trusts may suffer adverse consequences due to the financial difficulties, bankruptcy or insolvency of the Master Tenants.
- There are certain risks to the Master Lease structure, including that each Master Tenant is an affiliate of the Sponsor that has limited capital and may not pay rent or perform its other obligations under their applicable Master Leases.
- The costs of complying with environmental laws and other governmental laws and regulations may adversely affect the Trusts.
- The Loans will reduce the funds available for distribution and increase the risk of loss.
- If the Operating Trusts are unable to sell or otherwise dispose of the Properties before the Maturity Date of the Loans, they may be unable to repay the Loans and may have to cause a Transfer Distribution (as defined herein).

- The Loan Documents will contain various restrictive covenants, and if an Operating Trust fails to satisfy or violates these covenants, the Lender may declare the applicable Loan to be in default.
- One or more affiliates of the Sponsor owns Interests, which could result in potential conflicts of interest.
- There is and will be no public market or liquidity for the Interests.
- The Interests are not registered with the Securities and Exchange Commission (the “SEC”) or any state securities commissions.
- Investors may not realize a return on their investment for years, if at all.
- The Parent Trust is not providing any prospective Investor with separate legal, accounting or business advice or representation.
- Various tax risks, including the risk that an acquisition of an Interest may not qualify as replacement property in a Section 1031 Exchange.

The Interests have not been approved or disapproved by the SEC or the securities regulatory authority of any state, nor has the SEC or any securities regulatory authority of any state passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is a criminal offense.

The Interests are being offered only to persons who are “Accredited Investors,” as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”) and applicable state securities laws, which definition is set forth below in “WHO MAY INVEST.”

The Interests have not been, and will not be, registered under the Securities Act or any state securities laws. The Interests will be offered and sold pursuant to an exemption from the registration requirements of the Securities Act, in accordance with Rule 506(c) of Regulation D, and in compliance with any applicable state securities laws. The Interests will not be offered or sold in any state in which such offers or sales are not qualified or otherwise exempt from registration. The Parent Trust reserves the right to reject any offer to purchase the Interests. In addition, the Parent Trust reserves the right to cancel any sale at any time prior to the receipt of funds for purchase, if that sale, in the opinion of the Parent Trust, may violate any federal or state securities law or regulation or is otherwise objectionable for whatever reason. The Interests will be subject to restrictions on transferability and resale and you will not be able to transfer or resell Interests or any beneficial interest therein unless the Interests are registered pursuant to or exempted from such registration requirements. Investors must be prepared to bear the economic risk of an investment in the Interests for an indefinite period of time and be able to withstand a total loss of their investment.

Neither the Parent Trust, the Sponsor, nor any of their respective affiliates has authorized any person to make any representations or furnish any information with respect to the Interests or the Properties, other than as set forth in this Memorandum or other documents or information the Parent Trust or the Sponsor may furnish to Investors. Investors are encouraged to ask the Parent Trust or the Sponsor questions concerning the terms and conditions of this Offering and the Properties.

The Sponsor has prepared this Memorandum solely for the benefit of persons interested in acquiring Interests. The recipient of this Memorandum agrees to keep the contents of this Memorandum and all other documents and information that the Parent Trust or the Sponsor may furnish to Investors confidential and not to duplicate or furnish copies of this Memorandum to any person other than such recipient’s advisors, and further agrees promptly to return this Memorandum to the Parent Trust at the address below if: (1) the recipient decides not to purchase the Interests; (2) the recipient’s purchase offer is rejected; or (3) the Offering is terminated prior to a purchase by the recipient.

This Memorandum contains summaries of certain agreements and other documents. Although the Sponsor believes these summaries are accurate, potential Investors should refer to the actual agreements and documents available in the Investor Data Room (as defined herein) for more complete information about the rights, obligations and other matters in the agreements and documents. In addition, prospective Investors are strongly encouraged to have independent legal counsel closely review this Memorandum and all documents referenced herein and attached hereto, including, but not limited to, the Loan Documents.

The mailing address of the Parent Trust is Blue Door Property III, DST, 10 Terrace Road, Ladera Ranch, California 92694, and the telephone number is (949) 429-6600.

A WARNING ABOUT FORWARD-LOOKING STATEMENTS

This Memorandum contains statements about operating and financial plans, terms and performance of the Properties and other targets of future results. Forward-looking statements may be identified by the use of words such as “expects,” “anticipates,” “intends,” “plans,” “will,” “may” and similar expressions. The “forward-looking” statements are based on various assumptions, for example, the growth and expansion of the economy, projected financing environment and real property market value trends, and these assumptions may prove to be incorrect. Accordingly, these forward-looking statements might not accurately predict future events or the actual performance of an investment in the Interests. In addition, Investors must disregard any projections and representations, written or oral, which do not conform to those contained in this Memorandum.

A WARNING ABOUT INFORMATION PROVIDED BY THIRD PARTIES

Certain information set forth in this Memorandum and in other materials provided to prospective Investors by the Parent Trust or the Sponsor in connection with this Offering, including but not limited to information regarding the Properties, were obtained from third party sources not affiliated with the Parent Trust or the Sponsor. In many cases these third-party source materials were not prepared by third parties expressly or exclusively for the Parent Trust, the Sponsor or their respective affiliates, or for the Investors, for the purpose of evaluating an investment decision with respect to the Interests. The Parent Trust and the Sponsor have relied upon these third-party materials in preparing this Memorandum and establishing the terms of this Offering and they believe such reliance is reasonable. However, neither the Parent Trust, the Sponsor nor any of their respective affiliates have independently verified the information or data obtained from these sources and no assurances can be given regarding the accuracy or completeness of the information or data. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties regarding the other forward-looking statements in this Memorandum. Any information sourced from third parties may have changed since the date it was provided or accessed and should not be construed as investment, tax, accounting, or legal advice. Information sourced from a third party is provided “as is,” “with all faults” and “as available.” Unless otherwise disclosed, there are no third-party warranties or guaranties of any kind with respect to the information included herein or provided by such parties. None of the third parties referenced herein sponsor, endorse, offer or promote an investment in the securities offered herein.

LEGENDS

NOTICE TO INVESTORS IN ALL U.S. STATES

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE MEMORANDUM AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE

SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

ADDITIONAL NOTICE TO FLORIDA INVESTORS

IF SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, AND YOU PURCHASE SECURITIES HEREUNDER, THEN YOU MAY VOID SUCH PURCHASE EITHER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY YOU TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THIS PRIVILEGE IS COMMUNICATED TO YOU, WHICHEVER OCCURS LATER.

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EXHIBITS

- A Form of Investor Questionnaire and Purchase Agreement
- B Opinion of Special Tax Counsel
- C Financial Forecast
- D Prior Performance of the Sponsor and its Affiliates

Additional information related to the Offering is available in the Sponsor’s investor data room (the “**Investor Data Room**”), access to which is available through your broker-dealer and/or investment representative. However, paper

copies are available upon request. To obtain paper copies, please contact the Sponsor at 10 Terrace Road, Ladera Ranch, California 92694 or (949) 429-6600.

Copies of the following additional documents are available in the Investor Data Room:

- Acquisition Documents
- Appraisals
- Asset Management Agreement
- Demand Notes
- Form of Rental Agreement
- Loan Documents
- Master Leases
- Phase I Environmental Site Assessments
- Pro Forma Title Policies and material underlying exception documents thereto
- Property Condition Reports
- Property Management Agreements
- Settlement Statements
- Surveys
- Trust Agreements
- Zoning Reports

THE DOCUMENTS THAT ARE AVAILABLE IN THE INVESTOR DATA ROOM ARE IMPORTANT TO PROSPECTIVE INVESTORS' REVIEW OF THE OFFERING. IF YOU ARE NOT ABLE TO ACCESS THE INVESTOR DATA ROOM, PLEASE CONTACT THE SPONSOR IMMEDIATELY.

WHO MAY INVEST

The offer and sale of the Interests is being made in reliance on an exemption from the registration requirements of the Securities Act. Accordingly, distribution of this Memorandum has been strictly limited to persons who meet the requirements and make the representations set forth below. The Parent Trust may declare any prospective Investor ineligible to purchase an Interest for any legal reason. **The Interests will be sold only to Accredited Investors (as defined below).**

Investment in the Interests involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. The Interests will be sold only to persons or entities who (i) make the minimum investment and (ii) represent in writing that they meet the Investor suitability requirements established by the Parent Trust and as may be required under federal or state law. The Parent Trust may accept purchases smaller than the minimum investment.

Each prospective Investor must represent in writing that the Investor meets, among others, **ALL** of the following requirements, and provide documentary evidence that the Investor meets such requirements either to the Parent Trust or an attorney, certified public accountant, registered broker dealer or registered investment advisor who must certify to the Parent Trust that it has verified such Investor's qualification as an Accredited Investor:

(a) The Investor has received, read, and fully understands the Memorandum, all exhibits hereto, and all other materials provided to the Investor. The Investor is basing the Investor's decision to invest on the Memorandum and such other materials. The Investor has relied only on the information contained in said materials and has not relied upon any representations made by any other person; and

(b) The Investor understands that an investment in the Interests involves substantial risk and is fully cognizant of and understands all of the risk factors relating to a purchase of the Interests, including, without limitation, those risks set forth in the section entitled "RISK FACTORS" in this Memorandum, and is prepared to bear the risk of an investment in the Interests for an indefinite period of time; and

(c) The Investor's overall commitment to investments that are not readily marketable is not disproportionate to the Investor's individual net worth, and the Investor's investment in the Interests will not cause such overall commitment to become excessive; and

(d) The Investor has adequate means of providing for the Investor's financial requirements, both current and anticipated, and has no need for liquidity in this investment; and

(e) The Investor can bear and is willing to accept the economic risk of losing the Investor's entire investment in the Interests; and

(f) The Investor is acquiring the Interest for the Investor's own account and for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Interests; and

(g) The Investor is an "Accredited Investor." An "Accredited Investor" is:

(1) If a natural person, one of the following:

(i) a person that has (a) an individual net worth, or joint net worth with the Investor's spouse or spousal equivalent, of more than \$1,000,000 exclusive of the value of the Investor's primary residence or (b) individual income in excess of \$200,000, or joint income with the Investor's spouse or spousal equivalent in excess of \$300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year; or

(ii) a person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status;

(2) If not a natural person, one of the following:

(i) an organization described in Code Section 501(c)(3), a corporation, a Massachusetts or similar business trust, a partnership or a limited liability company, not formed for the specific purpose of acquiring an Interest, with total assets in excess of \$5,000,000;

(ii) a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring an Interest and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of an investment in an Interest;

(iii) a broker-dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”);

(iv) an investment company registered under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”);

(v) a business development company (as defined in section 2(a)(48) of the Investment Company Act);

(vi) a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

(vii) a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;

(viii) a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the “**Investment Advisers Act**”);

(ix) a bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

(x) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets of more than \$5,000,000;

(xi) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), if the investment decision is made by a plan fiduciary (as defined in section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors;

(xii) an investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state or an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act;

(xiii) (A) a family office, as defined in rule 202(a)(11)(G)–1 of the Investment Advisers Act, with assets under management in excess of \$5,000,000, that is not formed for the specific

purpose of acquiring an Interest, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of an investment in an Interest, or (B) a family client, as defined in rule 202(a)(11)(G)-1 of the Investment Advisers Act, of a family office meeting the requirements described in the preceding clause (A) and whose purchase is directed by such family office; or

(xiv) an entity in which all of the equity owners are Accredited Investors.

In addition, the SEC has issued certain no action letters and interpretations in which it deemed certain trusts to be Accredited Investors, such as trusts where the trustee is a bank as defined in section 3(a)(2) of the Securities Act and revocable grantor trusts established by individuals who meet the requirements of clauses (a) or (b) of paragraph (g)(1)(i) above. However, these no-action letters and interpretations are very fact specific and should not be relied upon without close consideration of your unique facts.

For purposes of this definition, “**net worth**” means the excess of total assets at fair market value over total liabilities, except that the value of the principal residence owned by a natural person will be excluded for purposes of determining such natural person’s net worth. In addition, for purposes of this definition, the related amount of indebtedness secured by the primary residence up to the primary residence’s fair market value may also be excluded, except in the event such indebtedness increased in the 60 days preceding the purchase of Interests and was unrelated to the acquisition of the primary residence, then the amount of the increase must be included as a liability in the net worth calculation. Moreover, indebtedness secured by the primary residence in excess of the fair market value of such residence should be considered a liability and deducted from the natural person’s net worth.

In addition, the Investor and each subsequent transferee must represent that either:

(a) the Interests are being purchased by or on behalf of (1) an employee benefit plan as defined in Section 3(3) of ERISA, whether or not it is subject to Title I of ERISA, (2) a plan described in Code Section 4975 (including but not limited to an individual retirement account or a Keogh plan), or (3) an entity whose underlying assets include “plan assets” as defined in Department of Labor (“**DOL**”) Regulation Section 2510.3-101 (the “**Plan Asset Rules**”) by reason of a plan’s investment in such entity (including but not limited to an insurance company general account) (all such investors, “**Benefit Plan Investors**”); and, additionally, all or part of the assets to be used to purchase the Interests constitute assets of one or more Benefit Plan Investors; or

(b) the Interests are not being purchased by or on behalf of Benefit Plan Investors.

Representations with respect to the foregoing and certain other matters must be made by each Investor in the Investor Questionnaire (the “**Investor Questionnaire**”) and Purchase Agreement (the “**Purchase Agreement**”), the forms of which are attached as Exhibit A to this Memorandum. The Parent Trust will rely on the accuracy of each person’s or entity’s representations set forth therein, and if an Investor makes a misrepresentation that causes the assets of the Parent Trust to constitute plan assets, the Investor may be liable to indemnify the Parent Trust and/or the Signatory Trustee against any damages suffered. The Parent Trust may require additional evidence that any such person or entity meets the applicable standards at any time prior to the Parent Trust’s acceptance of the Purchase Agreement. An Investor is not obligated to supply any information requested by the Parent Trust, but the Parent Trust may reject any Investor who fails to supply any information so requested.

Prospective Investors that do not meet the requirements described above must not read further and must immediately return this Memorandum to the Parent Trust or the applicable broker-dealer. If the prospective Investor does not meet such requirements, this Memorandum does not constitute an offer to sell the Interests to the prospective Investor.

Also, each prospective Investor must represent and warrant that:

The Investor understands that neither the Sponsor nor the Parent Trust has obtained a ruling from the IRS that the Interests will be treated as undivided interests in real estate as opposed to partnership interests or interests in another entity that is separately taxable rather than disregarded for tax purposes. The Investor

understands that the tax consequences of an investment in an Interest, especially the qualification of the Interests under Section 1031, are complex and vary with the facts and circumstances of each individual Investor. The Investor represents and warrants that: (i) the Investor has consulted his, her or its own independent tax advisor regarding an investment in an Interest and the qualification of the transaction under Section 1031, (ii) the Investor is not relying on (a) the Parent Trust, the Sponsor, any of their respective affiliates, or their agents, including their counsel and accountants, or (b) any broker-dealer, or the representatives of a broker-dealer through whom the Interest is purchased, for any tax advice regarding the qualification of the Interest under Section 1031 or any other matter, and (iii) except as expressly provided in the Tax Opinion, a copy of which is attached as Exhibit B to this Memorandum, which is based on numerous assumptions and qualifications that may not be applicable to the Investor, the Investor is not relying on any statements made in this Memorandum regarding the qualification of the Interests under Section 1031.

Parent Trust's Discretion to Accept Investors

The investor suitability requirements stated above represent the Parent Trust's minimum suitability requirements for Investors. However, satisfaction of these requirements by any person or entity will not necessarily mean that an Interest is a suitable investment for such person or entity, or that the Parent Trust will accept such person or entity as an Investor. Furthermore, the Parent Trust, as appropriate, may modify such requirements, and such modification may raise the suitability requirements for Investors.

The written representations made by the prospective Investors will be reviewed to determine the suitability of such person or entity for investment in the Parent Trust. The Parent Trust may refuse an offer to purchase the Interests if the Parent Trust believes that a person or entity does not meet the applicable investor suitability requirements or the Interests otherwise constitute an unsuitable investment for a person or entity for any legal reason.

HOW TO PURCHASE

The Interests may only be purchased by Accredited Investors, as described above in “WHO MAY INVEST.” Prospective Investors must carefully read this Memorandum. Each prospective Investor will be required to return to the Parent Trust an executed copy of a (1) complete and accurate Investor Questionnaire and Purchase Agreement, the forms of which are attached as Exhibit A to this Memorandum, together with the documentary evidence of accredited investor status specified in the Purchase Agreement, and (2) signature page to the Parent Trust Agreement, the form of which is attached to the Investor Questionnaire. Upon receipt of such documents and verification of the prospective Investor’s investment qualifications, the Parent Trust will elect whether to accept the prospective Investor’s investment. Upon the Parent Trust’s acceptance of a prospective Investor for the purchase of an Interest, the Parent Trust will so notify the prospective Investor.

Your investment representative will forward the documents to his, her or its broker/dealer. The broker/dealer will then forward the documents to the Parent Trust. Unless otherwise directed by the Parent Trust, the documents should be delivered to the Parent Trust via e-mail to ops@orchardsecurities.com.

Blue Door Property III, DST
c/o Orchard Securities, LLC
365 Garden Grove Lane, Suite 100
Pleasant Grove, Utah 84062
Attn: Operations Department
Telephone: (801) 316-4301

Prospective Investors may be accepted or rejected by the Parent Trust at any time within 30 days of receipt of the foregoing documents. Any proposed purchase of Interests not accepted within 30 days of receipt shall be deemed rejected. Prospective Investors cannot acquire Interests if the Parent Trust does not approve such purchase. If approved by the Parent Trust, the Investor must deliver the full amount of the purchase price to the Parent Trust and satisfy certain other closing conditions set forth in the Purchase Agreement. See “SUMMARY OF THE PURCHASE AGREEMENT.”

Closing of the purchase will take place at the above address and the executed documents will be forwarded to the Investor.

SUMMARY OF THE OFFERING

The following summary provides selected information regarding the Trusts, the Properties, and this Offering and should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Memorandum, including the Exhibits hereto, and the documents available in the Investor Data Room. Each prospective Investor must carefully read the entire Memorandum before investing in the Interests.

Terms of the Offering: The Parent Trust is offering to Investors up to \$28,444,976 in Interests, representing 100% of the Interests. The minimum exchange investment is \$100,000 for Section 1031 Investors acquiring an Interest by means of a Section 1031 Exchange. The minimum cash investment is \$25,000 for Cash Investors acquiring an Interest without a Section 1031 Exchange. The Parent Trust may waive these minimum investment requirements in its sole discretion.

The Offering is designed for, but not limited to, Investors seeking to participate in a Section 1031 Exchange. No assurances, however, can be made that any particular prospective Investor's purchase of the Interests will qualify under Section 1031 as each prospective Investor's situation is unique.

The Interests offered herein represent 100% of the beneficial interests. As of the date of this Memorandum, the beneficiaries of the Parent Trust are the Depositor (with respect to 99% of the beneficial interests) and Blue Door Holdco (with respect to 1% of the beneficial interests). The Offering is being made for purposes of returning to the Depositor its capital contributions and reducing the Depositor's beneficial ownership of the Parent Trust, establishing reserves, and paying all related fees and expenses. Blue Door Holdco expects to continue to own its 1% beneficial interest in the Parent Trust after the completion of the Offering. If any Interests cannot be sold, the Depositor and/or its affiliate will own the remaining Interests, provided that the holder of such unsold Interests (whether the Depositor or otherwise) reserves the right to sell or otherwise transfer such unsold Interests, to persons affiliated with the Sponsor or otherwise, whether pursuant to a secondary offering or otherwise. The Interests owned will be held for investment purposes and not for resale.

The Offering will terminate on or before the earlier of November 30, 2026 (which date is subject to extension by the Sponsor) or the date on which all \$28,444,976 of the Interests offered hereby have been sold. See "PLAN OF DISTRIBUTION."

Business Objectives: The principal objectives of the Parent Trust are to (1) lease the Properties to the Master Tenants with the intent that it manage each of the Properties to realize its maximum operating performance; (2) pay distributions to Investors out of net cash flow as described in the Financial Forecast attached as Exhibit C to this Memorandum; (3) maintain the long-term value of the Properties, and (4) complete a sale of the Properties prior to the Maturity Date of the Loans that maximizes the Investors' return of capital. There can be no assurance that any of these objectives will be achieved. Prospective Investors must read and carefully consider the discussion set forth below in the section captioned "RISK FACTORS," beginning on page 60 of this Memorandum.

The Sponsor believes that an investment in the Parent Trust offers the following benefits:

- **Opportunity to Invest in Self-Storage Assets.** The self-storage industry has a combination of attractive fundamentals and superior operating performance as compared to other real estate sectors, in both private and public markets. According to the National Association of Real Estate Investment Trusts ("NAREIT"), the self-storage sector has been one of the

best performing REIT sectors since 1994, during a variety of economic and development cycles.³

- **Experienced Property Manager.** The Properties are managed by the Property Manager, Blue Door Property Management, LLC, a Delaware limited liability company and an affiliate of the Sponsor. The Property Manager is an indirect subsidiary of SmartStop. According to the Inside Self Storage Top-Operators List for 2024, SmartStop is the 10th largest owner and operator of self-storage properties in the U.S. based on number of properties, units and rentable square footage.⁴ As of the date of this Memorandum, SmartStop and its affiliates own or manage a portfolio of over 460 properties in 34 states, the District of Columbia and Canada, comprising approximately 270,000 units and 35 million rentable square feet. Additionally, the Property Manager and its affiliates operate 13 self-storage facilities in The Villages and Orlando, FL markets, 13 self-storage facilities in the Dallas-Fort Worth, TX market, and 17 self-storage facilities in the Phoenix, AZ market (collectively, the “**Affiliated Properties**”). See “MANAGEMENT – Property Management” for additional information about the Property Manager. Prior to the acquisition of the Properties by the Operating Trusts, the Properties were managed by US Storage Centers, an unaffiliated third party.
- **Master Lease Structure.** The Master Lease structure allows the Master Tenants to operate the Properties on behalf of the Operating Trusts and to enable actions to be taken with respect to the Properties that the Operating Trusts would be unable to take due to tax law-related restrictions, including, but not limited to, a restriction against re-leasing the Properties. See “SUMMARY OF THE LEASES – Master Leases” for additional information about the Master Leases.

Properties Description: – Each of the Properties is operated as a self-storage facility under the SmartStop® Self Storage name. General information about each Property is summarized in the table below.

Property and Address	Approximate Land Area ⁽¹⁾	Approximate Rentable Area ⁽²⁾	Storage Units ⁽²⁾	Other Spaces ⁽²⁾
The Phoenix Property 4860 North 83rd Avenue Phoenix, AZ 85033	4.1 acres	82,435 sq. ft.	711	none
The Longwood Property 460 Florida Central Parkway Longwood, FL 32750	4.38 acres	65,740 sq. ft.	542	12 vehicle storage space
The Dallas Property 8110 S. Cockrell Hill Road Dallas, TX 75236	3.18 acres	74,121 sq. ft.	674	24 modular outdoor storage units
Total	11.66 acres	222,296 sq. ft.	1,927	n/a

⁽¹⁾ All references in this Memorandum to the acreage of the Properties are based on the surveys, copies of which are available in the Investor Data Room.

⁽²⁾ All references in this Memorandum to the rentable square footage of the buildings, number of storage units, and number of vehicle storage spaces at the Properties are based on the Assessment for each of the Properties, copies of which are available in the Investor Data Room.

³www.reit.com

⁴Source: <https://www.insideselfstorage.com/iss-top-operators-facility-owners>

See “DESCRIPTION OF THE PROPERTIES” for additional information.

Properties Acquisition and Financing: – The Operating Trusts acquired the Properties from the Sellers, as set forth in the table below. Each Property was acquired by its respective Operating Trust “free and clear” without utilization of a mortgage secured by the Property.

Property	Seller	Purchase Date	Purchase Price
The Phoenix Property	Westport Phoenix Self Storage, LLC, a Delaware limited liability company	February 20, 2025	\$19,487,600
The Longwood Property	Westport Longwood Self Storage, LLC, a Delaware limited liability company	February 20, 2025	\$10,500,000
The Dallas Property	Westport Dallas Self Storage, LLC, a Delaware limited liability company	March 11, 2025	\$14,250,000
Total:			\$44,237,600

The Parent Trust acquired the Properties on November 13, 2025 for an aggregate purchase price of \$44,237,600. The Parent Trust funded the acquisition of the Properties with (i) cash, a portion of which came from Bridge Loan provided as a capital contribution from the Depositor, and (ii) proceeds of the Loans secured by a first priority mortgage on each Property in the aggregate amount of \$24,191,359.

SS Growth Operating Partnership III, L.P., a Delaware limited partnership (in such capacity, the “**Bridge Guarantor**”) entered into a guaranty for the benefit of the Bridge Lender in connection with the Bridge Loan. The Sponsor is required to pay off the Bridge Loan out of the net proceeds of the Offering as Investors purchase the Interests and the Depositor’s capital contribution is returned. Security for the Bridge Loan consists of a membership interest pledge agreement, pursuant to which the Bridge Guarantor has pledged 100% of its ownership interest in the Depositor, which is wholly owned by the Sponsor. No Investor will be allocated a portion of the liability for the Bridge Loan in connection with its purchase of an Interest.

In addition, each of the Operating Trusts will obtain its respective Loan from the Lender, as described in more detail below.

See “ACQUISITION AND FINANCING OF THE PROPERTIES” for additional discussion regarding the acquisition of the Properties.

For purposes of determining liabilities assumed with respect to the Properties in connection with an Investor’s Section 1031 Exchange, each Investor will be allocated a pro rata percentage of the Loans (approximately \$85,046 per \$100,000 Interest). See below and “ACQUISITION AND FINANCING OF THE PROPERTIES – Financing Terms” for additional discussion regarding the terms and conditions of the Loans.

Financing Terms: Each of the Operating Trusts obtained its respective Loan from the Lender and is evidenced by a loan agreement (each, a “**Loan Agreement**” and together, the “**Loan Agreements**”) and a promissory note (each, a “**Note**” and together, the “**Notes**”) and secured by a deed of trust or mortgage on the respective Property (each a “**Mortgage**” and together, the “**Mortgages**”) and an assignment of the applicable leases and the rents thereunder (each, an “**Assignment**” and together, the “**Assignments**”). The Loan Agreements, the Notes, the Mortgages, the Assignments and all other documents related to the Loans are collectively referred to herein as the “**Loan Documents**,” copies of which are available in the Investor Data Room.

The Loan Documents with respect to each Loan contain similar terms and are described together in this Memorandum. Investors should note, however, that the Loan Documents with respect to each Loan are entirely separate and distinct agreements and should review each of the Loan Documents in its entirety before making a decision to purchase the Interests.

The original principal amount of the Loans is \$24,191,359, which consists of (i) \$10,656,806 for the Phoenix Loan, (ii) \$5,741,932 for the Longwood Loan, and (iii) \$7,792,621 for the Dallas Loan.

Each Loan has a seven-year term and bears interest at a fixed rate of 5.0% per annum. Each Operating Trust will be required to make payments of interest only during the seven year term of its respective Loan. On the Maturity Date, each Operating Trust will be required to pay to the Lender the entire outstanding principal amount of its Loan, along with any accrued but unpaid interest; provided, however, the Maturity Date may be extended for two additional twelve month periods as described below.

The Loans may be prepaid in full (but not in part) at any time, upon not less than thirty (30) days' prior written notice to Lender subject to a prepayment premium equal to (i) 5% of the then outstanding principal balance of the Loan, if the payment is made on or before November 13, 2026, (ii) 3% of the then outstanding principal balance of the Loan, if the payment is made between November 13, 2026 and November 13, 2028, (iii) 1% of the then outstanding principal balance of the Loan, if the payment is made between November 13, 2028 and November 13, 2030. There will be no prepayment premium due after on or after November 13, 2030.

Each of the Loans is secured by its respective Assignment and Mortgage. Each Operating Trust is responsible for repayment of its Loan. The Loans will be non-recourse to the Investors. Accordingly, the Investors have no personal liability in connection with the Loans. However, upon an uncured event of default under a Loan, the Lender will have the right to foreclose on the relevant Properties. If this were to occur, the Investors would be likely to lose all or a portion of their investment in the Parent Trust.

Concurrent with the Operating Trusts' entry into the Loan Documents, each Operating Trust and Lender entered into an environmental indemnity agreement in favor of the Lender and Strategic Storage Growth Trust III, Inc., a Delaware corporation entered into a limited guaranty (each, a **"Guaranty Agreement"**) in favor of the Lender in connection with each Loan.

The term of each Loan will be automatically extended for each Loan Extension Term (i.e., up to two additional twelve month periods) subject to the satisfaction of the following conditions at the time of each extension:

- (1) no event of default has occurred and is continuing;
- (2) the Operating Trust's representations and warranties must be materially true on key dates, unless updated due to changes that are not defaults, materially adverse, or covenant violations, as determined in good faith by the Lender;
- (3) the Operating Trust pays an extension fee equal to 0.50% of the outstanding balance on the applicable Loan;
- (4) the Operating Trust has provided to the Lender prior written notice acknowledging the extension in accordance with the Loan Agreement (with respect to each Loan, no later than thirty (30) days prior to the Maturity Date);

(5) the Operating Trust has paid all amounts due under the Loan Documents, including the Lender's reasonable legal and extension-related costs prior to the applicable extension; and

(6) the Operating Trust must deposit any required funds into the reserve or escrow accounts to cover obligations during the extended loan term, as determined by the Lender.

The interest rate during each Loan Extension Term will be fixed at (i) SOFR on the applicable maturity date, rounded upward to the nearest one-hundredth of one percent (0.01%), plus (ii) 1.50%.

Each Operating Trust has the right to prepay its Loan in whole, but not in part, provided that a prepayment premium is paid in connection with such prepayment. Until the Loan is securitized, the prepayment premium will be equal to (i) 5% of the then outstanding principal balance of the Loan, if the payment is made on or before November 13, 2026, (ii) 3% of the then outstanding principal balance of the Loan, if the payment is made between November 13, 2026 and November 13, 2028, (iii) 1% of the then outstanding principal balance of the Loan, if the payment is made between November 13, 2028 and November 13, 2030, and (iv) no prepayment premium thereafter.

See "ACQUISITION AND FINANCING OF THE PROPERTIES – Financing Terms" and "RISK FACTORS – Risks Related to the Financing" for additional discussion regarding the Loans.

Master Leases: Concurrently with the acquisition of the Properties by the Parent Trust, (i) the Phoenix Trust entered into the Phoenix Master Lease and assigned the Phoenix Rental Agreements to the Phoenix Master Tenant, (ii) the Longwood Trust entered into the Longwood Master Lease and assigned the Longwood Rental Agreements to the Longwood Master Tenant, and (iii) the Dallas Trust entered into the Dallas Master Lease and assigned the Dallas Rental Agreements to the Dallas Master Tenant. All future Rental Agreements will be entered into by applicable the Master Tenant.

The initial term of each Master Lease is seven (7) years, subject to extensions as provided therein. Each Master Lease will automatically terminate upon the sale of the respective Property provided that for so long as any obligations remain under the respective Loan Documents the term of the Master Lease will be automatically extended until such obligations have been repaid or satisfied. Copies of the Master Leases are available in the Investor Data Room.

The Master Tenants are responsible for the costs of operating, managing and maintaining the Properties, and the Operating Trusts are responsible for all Capital Expenses (as defined in the Master Lease).

Pursuant to the Master Leases, the Operating Trusts are required to establish and maintain a single reserve account for the Properties to make funds available for working capital and certain prefunded Trust costs, capital expenditures and unanticipated costs relating to the Properties and the Operating Trusts (the "**Reserve Account**"). The Reserve Account will be funded from Offering proceeds in the aggregate amount of \$3,022,900 and will be utilized for (a) any and all costs and expenses incurred in connection with major repairs, replacements, and improvements relating to the structural elements of the Properties which are not Operating Costs (as defined in the Master Leases), including, but not limited to (i) any and all costs and expenses incurred in connection with major repairs, replacements, and improvements including replacements of roofs, chimneys, gutters, downspouts, paving, curbs, ramps, driveways, parking lots, windows, foundations, exterior walls and all load bearing walls, exterior doors and doorways, windows, elevators, fences, gates and HVAC systems and components thereof,

and (ii) exterior painting or other façade maintenance, (b) certain repositioning costs with respect to the Properties and obligations of the Operating Trusts with respect to environmental matters and capital repairs made at the Properties, all in accordance with the terms and conditions set forth in the respective Loan Documents. The Phoenix Master Tenant, Longwood Master Tenant, and Dallas Master Tenant each have access to the Reserve Account, pursuant to the terms of their respective Master Leases. See “SUMMARY OF THE LEASES – Master Leases” for additional information about the Master Leases.

Master Lease Rent:

During the term of each Master Lease, each Master Tenant, as tenant, pays base rent to the applicable Operating Trust, as landlord, in an annual amount set forth in the applicable Master Lease, equal to the amounts scheduled to fall due to the Lender pursuant to the applicable Loan Documents paid in monthly installments (“**Base Rent**”). Each Operating Trust has directed its Master Tenant to pay each monthly installment of Base Rent to the Lender in accordance with the terms and conditions of the applicable Loan Documents.

In addition to Base Rent, each Master Tenant is responsible for paying additional rent and bonus rent. “**Additional Rent**” for each “**Lease Year**” (as defined herein) of the Master Lease, consists of 100% of the Master Tenant’s gross income from the Property above a specifically stated hurdle for each Lease Year of the Master Lease and up to a cap amount for each such Lease Year. “**Bonus Rent**” consists of 80% of the Master Tenant’s gross income from the Property for each Lease Year of the Master Lease above a specifically stated hurdle for each Lease Year of the Master Lease. Additional Rent is paid monthly on an estimated basis and is subject to a year-end reconciliation within 120 days of the end of each Lease Year or as soon as practicable thereafter. Bonus Rent is paid annually within 120 days of the end of each Lease Year or as soon as practicable thereafter. Both Additional Rent and Bonus Rent are calculated on a Lease Year basis, with such calculations prorated for any partial Lease Year. Base Rent, Additional Rent and Bonus Rent are collectively referred to herein as the “**Rent**.” In addition, the Master Lease provides that each Master Tenant is required to pay the real estate taxes, utility costs and property insurance costs (collectively, the “**Uncontrollable Expenses**”) for each Lease Year of the Master Lease (prorated for any partial Lease Year) up to the amount of projected Uncontrollable Expenses for each Lease Year as set forth in the Financial Forecast attached as Exhibit C to this Memorandum (the “**Projected Uncontrollable Expenses**”). For the avoidance of doubt, to the extent the actual Uncontrollable Expenses for a Lease Year exceed Projected Uncontrollable Expenses for such Lease Year, the applicable Operating Trust will be responsible for such difference through reduction in amounts otherwise payable by the applicable Master Tenant as Additional Rent or Bonus Rent. However, if the actual Uncontrollable Expenses are less than the Projected Uncontrollable Expenses for a Lease Year, the difference will be paid by the applicable Master Tenant to its Operating Trust as Additional Rent (not later than the completion of a year-end reconciliation of such amounts, within 120 days of the end of each Lease Year or as soon as practicable thereafter).

Master Tenant Capitalization:

Each Master Tenant is a Delaware limited liability company and an affiliate of the Sponsor. Each Master Tenant will be capitalized with a demand note (each a “**Demand Note**” and collectively the “**Demand Notes**”) from SS Growth Operating Partnership III, L.P., a Delaware limited partnership (the “**Operating Partnership**”) and a subsidiary of Strategic Storage Growth Trust III, Inc. (“**SSGT III**”), which is a private, non-traded real estate investment trust (a “**REIT**”). The Demand Notes consist of the following amounts: \$441,000 with respect to the Phoenix Master Tenant, \$237,000 with respect to the Longwood Master Tenant, and \$322,000 with respect to the Dallas Master Tenant. Copies of the Demand Notes are available in the Investor Data Room. Each of the Operating Partnership’s Demand Note obligations will be reduced by the amount of any net earnings the Operating Partnership retains in the applicable Master Tenant.

Rental Agreements: The storage units and vehicle storage spaces are leased to Tenants pursuant to the Rental Agreements. Each Rental Agreement is for a month-to-month term. See “SUMMARY OF THE LEASES – Rental Agreements” for additional discussion.

The Asset Management Agreement and Fees: The Parent Trust has entered into the Asset Management Agreement with the Asset Manager for the management of the day-to-day affairs of the Trusts. The Asset Manager shall provide the asset management services described therein at no cost to the Trust. A copy of the Asset Management Agreement is available in the Investor Data Room. See “MANAGEMENT – Asset Management” for additional information about the Asset Manager and the Asset Management Agreement.

The Asset Manager’s duties generally are to provide asset management services for the Trusts and to advise the Trusts on the optimal manner in which to manage, operate, maximize income from and/or dispose of the Properties in accordance with the Trust Agreements, the Master Leases, applicable governmental requirements and the terms and provisions of the Asset Management Agreement.

The term of the Asset Management Agreement commenced on November 13, 2025 and will terminate on the earlier of (1) the sale or other disposition of all or part of the Properties by the Operating Trusts or the Springing LLCs (as defined herein), (2) termination by the Signatory Trustee or the Asset Manager due to an uncured default under the Asset Management Agreement, or (3) November 30, 2045.

Additionally, if a Springing LLC refinances a Property in connection with a Transfer Distribution (as defined herein), the Asset Manager will receive from the Springing LLC, a fee equal to 1% of the principal amount of the new loan, plus reimbursement of any out-of-pocket expenses incurred by the Asset Manager in connection with the refinancing.

Upon the sale, transfer or other disposition of a Property, excluding a sale in foreclosure or a transfer to a Springing LLC in connection with a Transfer Distribution, the Asset Manager will be entitled to a disposition fee (the “**Disposition Fee**”) equal to 2.0% of the gross sales price of the Property (or buyer’s assumed fair market value of the Property, if consideration is not rendered in cash), in cash on the closing date of such sale, transfer or other disposition of the Property, which will be in addition to fees payable to any broker payable in connection with the sale of the Property; provided, however, in no event will the total Disposition Fee and brokerage fee payable by the Trusts exceed 3.0%. The Asset Manager may decide, in its sole discretion, to be paid an amount less than the total amounts to which it is entitled with respect to such Disposition Fee. See “COMPENSATION OF THE SPONSOR AND ITS AFFILIATES.”

In addition to the fees payable to the Asset Manager, the Asset Manager is entitled to reimbursement for all reasonable and necessary travel expenses incurred by the Asset Manager in carrying out its obligations under the Asset Management Agreement provided that such travel expenses appear in the approved budget. The Asset Manager is responsible for, and will not be reimbursed for, the expenses incurred by or on behalf of the Asset Manager for the Asset Manager’s internal overhead and employment costs.

The compensation arrangements described above, and in more detail throughout this Memorandum, are not the result of arm’s-length negotiations. See “MANAGEMENT – Asset Management,” “RISK FACTORS – Risks Related to the Master Leases and the Management of the Properties” and “CONFLICTS OF INTEREST” for additional discussion.

The Property Management Each Master Tenant has entered into a Property Management Agreement with the Property Manager, an affiliate of the Sponsor, for the performance of the Master Tenant’s property management obligations. The Property Manager is managed by experienced self-storage facility management professionals that manage numerous self-storage facilities, including the

Agreements and Fees: Affiliated Properties, which consists of (i) thirteen (13) self-storage facilities (8,484 units) in The Village and Orlando, FL markets, in or around the Longwood Property, (ii) thirteen (13) self-storage facilities (6,434 units) in the Dallas-Fort Worth, TX market in or around the Dallas Property, and (iii) seventeen (17) self-storage facilities (10,431 units) in the Phoenix, AZ market in or around the Phoenix Property. The Affiliated Properties comprise a total of 25,349 storage units. Copies of the Property Management Agreements are available in the Investor Data Room. See “MANAGEMENT – Property Management” for additional information about the Property Manager and the Property Management Agreements.

The initial term of each Property Management Agreement is for three (3) years and commenced on November 13, 2025. The Property Management Agreements will automatically renew for successive three year periods, unless otherwise terminated in accordance with said agreement.

Except for management fees that are incurred in connection with a construction matter involving a Capital Expense (which will be included as part of such Capital Expense and thus borne by the applicable Operating Trust under the terms of the applicable Master Lease), each Master Tenant is responsible for any fees payable to the Property Manager under the applicable Property Management Agreement. The Property Manager is entitled to the following fees under the Property Management Agreements:

The greater of \$3,000 per month or an amount equal to six percent (6%) of the monthly Gross Revenue as defined in the Property Management Agreement (the “**Property Management Fee**”).

A construction management fee for managing construction or capital improvement work in an amount equal to five percent (5%) of the amount of construction or capital improvement work in excess of \$10,000 (the “**Construction Management Fee**”).

All revenue from any tenant insurance plan, protection plan or indemnity program (collectively, a “**Tenant Program**”) entered into by a Tenant at the Properties, after deducting any third-party costs associated with offering the Tenant Program (the “**Tenant Program Fee**”).

Additionally, each Master Tenant is responsible for reimbursing the Property Manager on a monthly basis for all expenses incurred by the Property Manager in providing services under the applicable Property Management Agreement, in accordance with the approved budget and the terms of the Property Management Agreement. Each Property Management Agreement provides that, in the sole discretion of the Property Manager, the Property Manager may decide to be paid an amount less than the fees to which it is entitled and such excess amount that is not paid may be waived permanently, deferred or accrued (without interest); provided, however, that any such deferred or accrued fees shall be paid upon termination of the Property Management Agreement.

The compensation arrangements described above, and in more detail throughout this Memorandum, are not the result of arm’s-length negotiations. See “MANAGEMENT – Property Management,” “RISK FACTORS – Risks Related to the Master Leases and the Management of the Properties” and “CONFLICTS OF INTEREST” for additional discussion.

Reserve Account: Pursuant to the Master Leases, the Operating Trusts will establish and maintain the Reserve Account of \$3,022,900 to make funds available for working capital and certain prefunded Trust costs, capital expenditures and unanticipated costs relating to the Properties and the Operating Trusts. The Reserve Account will be funded out of the proceeds of the Offering.

Any interest earned on the funds in the Reserve Account will be retained as additional reserves. If additional reserves are needed, the Signatory Trustee may withhold distributions from the

Parent Trust to the Investors, thereby reducing targeted distributions. See “RISK FACTORS – Risks Related to the Master Leases and the Management of the Properties.” Any amounts remaining in the Reserve Account upon the sale of the Properties will be distributed to the Investors (and any other holders of Interests) based on their respective pro rata Interests.

The Trusts and the Trust Agreements:

The Parent Trust is governed by the Parent Trust Agreement and the Operating Trusts are governed by the Operating Trust Agreements. Copies of the Trust Agreements are available in the Investor Data Room. The Trust Agreements set forth the rights and duties of the Investors and the Trustees with respect to the Properties. The Signatory Trustee is responsible for the operation of the Parent Trust and the Operating Trusts. The Corporation Trust Company serves as co-trustee of each Trust (the “**Delaware Trustee**”).

In connection with each Investor’s purchase of Interests, the Investor will be required to enter into the Parent Trust Agreement. The Parent Trust will convey the respective Interests to each Investor by issuing each Investor an assignment of beneficial interest. However, pursuant to the Parent Trust Agreement, which was designed to meet the parameters of Revenue Ruling 2004-86, 2004-2 C.B. 191, issued by the IRS, the Investors who own the beneficial interests in the Parent Trust are not permitted to have any voting rights with respect to the operation and ownership of the Properties.

Under the Parent Trust Agreement, if: (1) the Trust Property (as defined herein) (or the property of an Operating Trust) is subject to a casualty, condemnation or similar event that is not adequately compensated for through insurance or otherwise sufficient to permit restoration of the Trust Property (or the property of an Operating Trust) to the same condition as previously existed; or (2) the Signatory Trustee determines that the Investors are at risk of losing all or a substantial portion of their investment in the Interests and the Signatory Trustee is prohibited from taking action to cure or mitigate such events because such action would “vary the investment” of the Investors:

(i) To the extent the circumstances described above apply to all of the Trust Property (i.e., all of the Operating Trusts), the Signatory Trustee will terminate the Parent Trust by converting it into a limited liability company (a “**Springing LLC**”). As a result of such transaction, referred to herein as a “**Transfer Distribution**,” each of the Investors would become a member of the new Springing LLC, owning an interest in the Springing LLC identical to its Interests in the Parent Trust, and the Signatory Trustee would become the manager of the Springing LLC (the “**LLC Manager**”).

(ii) To the extent the circumstances described above apply to one or more but less than all of the Operating Trusts, the Parent Trust will not terminate. Rather, with respect to the Operating Trust to which such circumstances apply, the Signatory Trustee will, in connection with the termination of such Operating Trust, distribute the interests in such Operating Trust to the Investors in partial liquidation of such Operating Trust.

If the events described in the preceding paragraph take place, then the Signatory Trustee may in its sole discretion terminate the applicable Trust by either: (A) taking the applicable action described above; or (B) causing the applicable Operating Trust (or Operating Trusts) to distribute tenant-in-common interests in the respective Property (or Properties) to the Investors in proportion to their ownership of the Parent Trust, which interests (and the Investors) would be subject to an agency and/or co-ownership arrangement and other agreements that are in form and substance satisfactory to the Signatory Trustee as determined in its discretion and materially consistent with the terms and conditions set forth in IRS Revenue Procedure 2002-22 or such other IRS guidance as may apply to the treatment of tenancy-in-common arrangements as direct interests in the underlying property for purposes of Code Section 1031.

The Operating Trust Agreements provide for similar triggering events for a Transfer Distribution. In the case of a conversion of an Operating Trust that does not also involve the

conversion of the Parent Trust, (1) such Operating Trust would convert into a Springing LLC and, to the extent owned by the Parent Trust, would then be distributed by the Parent Trust to the Investors, who would then own direct interests in the Springing LLC; (2) such Springing LLC would continue to own its Property; and (3) the Signatory Trustee would become the manager of such Springing LLC.

As a result of the foregoing transactions, actions could be taken to conserve and protect the at-risk Property that could not have been taken otherwise.

Conflicts and Compensation of the Sponsor and Affiliates:

Affiliates of the Sponsor serve in various capacities with respect to the Trusts and the management of the Trusts and the Properties, as discussed throughout this Memorandum. The Signatory Trustee, the Depositor, the Master Tenants, the Asset Manager and the Property Manager are each affiliates of the Sponsor. See “MANAGEMENT” and “PRIOR PERFORMANCE OF THE SPONSOR AND ITS AFFILIATES” for information regarding the Sponsor, the Asset Manager and the Property Manager.

The Sponsor and certain of its affiliates will receive substantial fees and compensation from the Offering and the operation of the Properties and will have conflicts of interest, as described in this Memorandum. Additionally, each of the Sellers (as defined herein) is an indirect subsidiary of SmartStop, an affiliate of the Sponsor. See “COMPENSATION OF THE SPONSOR AND ITS AFFILIATES,” “CONFLICTS OF INTEREST,” and “RISK FACTORS – Risks Related to the Master Leases and the Management of the Properties.”

Investor Suitability:

Investment in the Interests involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity and who can afford to lose their entire investment. The Parent Trust will only accept a subscription from an Accredited Investor who satisfies the investor suitability requirements set forth herein and who must provide documentary evidence demonstrating that they are Accredited Investors. See “WHO MAY INVEST” for more information.

Use of Proceeds:

The Offering is being made for purposes of returning to the Depositor its capital contributions and reducing the Depositor’s beneficial ownership of the Parent Trust, establishing reserves and paying all related fees and expenses. See “ESTIMATED SOURCES AND USES OF PROCEEDS” and “COMPENSATION OF THE SPONSOR AND ITS AFFILIATES.”

Purchase of an Interest:

The Interests may only be purchased by Accredited Investors, as described in “WHO MAY INVEST.” Prospective Investors must carefully read this Memorandum. To purchase an Interest, a prospective Investor will be required to return to the Parent Trust an executed copy of a (1) complete and accurate Investor Questionnaire and Purchase Agreement, the forms of which are attached as Exhibit A to this Memorandum, and (2) signature page to the Parent Trust Agreement, the form of which is attached to the Investor Questionnaire. Prospective Investors may be accepted or rejected by the Parent Trust at any time within 30 days of receipt of the foregoing documents. Any proposed purchase of Interests not accepted within 30 days of receipt shall be deemed rejected. Prospective Investors cannot acquire Interests if the Parent Trust does not approve such purchase. If approved by the Parent Trust, the Investor must deliver the full amount of the purchase price to the Parent Trust and satisfy certain other closing conditions set forth in the Purchase Agreement. See “SUMMARY OF THE PURCHASE AGREEMENT.”

See “HOW TO PURCHASE” and “PLAN OF DISTRIBUTION.”

Sale or Transfer of Interests:

The Interests are being offered and sold pursuant to exemptions from the registration provisions of federal and state law. Accordingly, the Interests are subject to restrictions on transfer. The Parent Trust Agreement contains additional restrictions on transfer. See “SUMMARY OF THE TRUST AGREEMENTS – Terms of the Parent Trust Agreement – *Restrictions on Transfer of*

Interests.” If an Investor is able to sell the Investor’s Interest, the Investor and the Investor’s purchaser(s) will bear the costs, if any, of the sale or transfer.

Exit Strategies with respect to the Properties; Potential Sale of the Properties to the Operating Partnership:

As noted above in “SUMMARY OF THE OFFERING – Business Objectives,” the Parent Trust’s exit strategy with respect to the Properties is to sell or otherwise dispose of them. The Signatory Trustee has broad discretion under the Parent Trust Agreement to dispose of the Properties at such time and in such manner as it determines in its discretion pursuant to the terms of the Parent Trust Agreement including, as more fully described below, the power to sell the Properties to the Operating Partnership (an “**OP Transaction**”) and provide Investors the opportunity to elect to receive as consideration for their Interests in the Parent Trust either cash, or interests in the Operating Partnership or any successor entity to the Operating Partnership (“**OP Units**”), or a mix of cash and OP Units. The Investors’ transfer of their Interests to the Operating Partnership in exchange for OP Units pursuant to an OP Transaction would be intended to qualify as a tax-deferred contribution of the Property to the Operating Partnership exchange under Code Section 721 (a “**Section 721 Contribution**”) whereby the sale proceeds or OP Units would be distributed to the Investors in liquidation of the Parent Trust.

In the event the Signatory Trustee were to dispose of the Properties pursuant to an exit strategy consisting of a Section 721 Contribution, the amount of cash consideration or OP Units received by the Investors would be based on the fair market value of the Properties, determined by an appraisal of the Properties effective on or about the date of the contribution transaction (the “**Valuation Date**”) conducted by a third party appraiser. If a Section 721 Contribution is undertaken, it is intended that the value of OP Units exchanged for the Property would be determined pursuant to the valuation policies of the Operating Partnership or such other procedures as are commercially reasonable with respect to such partnership unit valuations.

The Operating Partnership is a subsidiary of SSGT III, which is a private, non-traded REIT. SSGT III is externally managed by its advisor, SS Growth Advisor III, LLC, a Delaware limited liability company and an affiliate of the Sponsor (“**SSGT III Advisor**”). The rights and obligations of OP Unit holders are set forth in the limited partnership agreement of the Operating Partnership (the “**Operating Partnership Agreement**”). The Operating Partnership Agreement will be made available to Investors in the event of an OP Transaction.

See “SUMMARY OF THE TRUST AGREEMENTS – Terms of the Parent Trust Agreement – *Sale of the Properties to the Operating Partnership*” for additional information.

Tax Considerations:

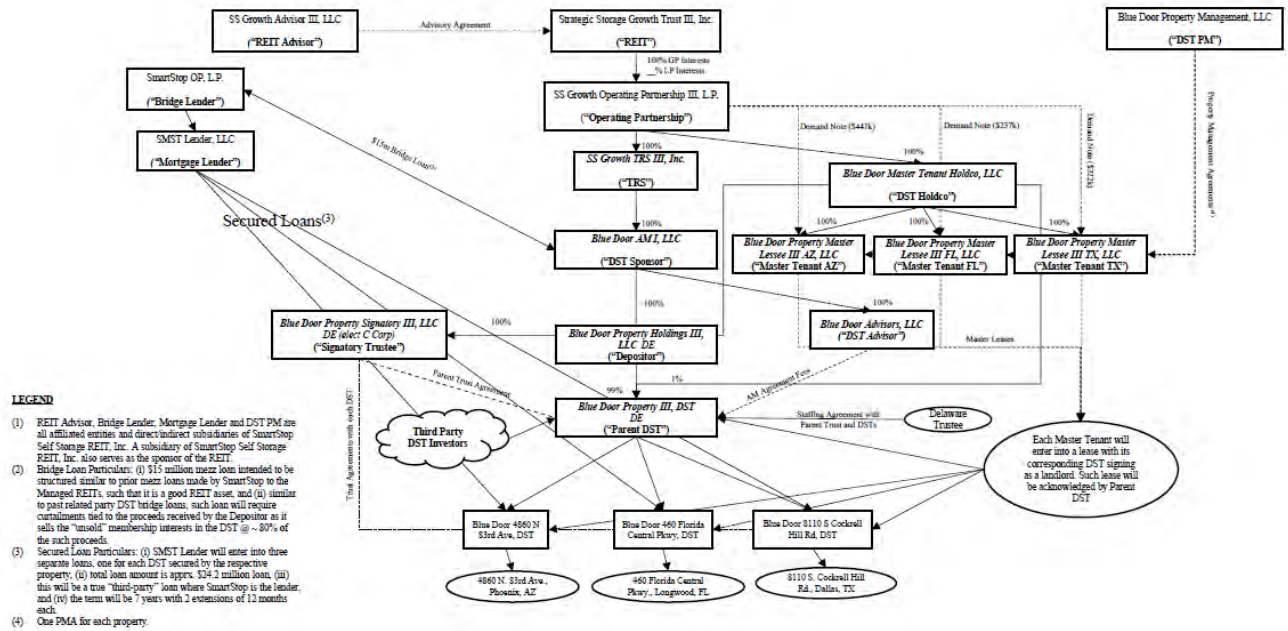
Tax counsel to the Parent Trust (“**Special Tax Counsel**”) has provided a tax opinion (the “**Tax Opinion**”) that the acquisition of the Interests by an Investor should be treated as a direct acquisition of the Properties for purposes of Section 1031. The Tax Opinion is specifically limited to the treatment of an Interest for purposes of Section 1031 however, and does not address any other tax issues that may be of interest to Investors based on their own particular circumstances. Accordingly, all prospective Investors must consult their own independent legal, tax, accounting and financial advisors and must represent in the Purchase Agreement that they have done so as an investment requirement. In addition, the Tax Opinion has been provided to the Parent Trust to support the marketing of the Interests, and is not intended to be used and cannot be used to avoid penalties that may be imposed under federal tax law (although other facts can be used to avoid penalties, such as evidence of an Investor’s good faith reliance on advice of his, her or its own independent counsel or the existence of substantial legal authority). See the Tax Opinion, a copy of which is attached as **Exhibit B** to this Memorandum, “**FEDERAL INCOME TAX CONSEQUENCES**” and “**RISK FACTORS – Tax Risks**” for additional discussion regarding tax considerations.

Tax Exempt Investors:

Prospective tax-exempt investors should be aware that investment in the Parent Trust is likely to generate income treated as unrelated business taxable income (“**UBTI**”) for U.S. federal

income tax purposes. See “FEDERAL INCOME TAX CONSEQUENCES – Taxation of Tax-Exempt Investors.”

ORGANIZATIONAL CHART



ESTIMATED SOURCES AND USES OF PROCEEDS

The following table sets forth the estimated sources and uses of the proceeds of the Offering. The Sponsor, the Signatory Trustee, the Master Tenants, and their respective affiliates will receive substantial compensation and fees in connection with the Offering and the acquisition and operation of the Properties, as described in this Memorandum. The figures below are based upon the sale of 100% of the Interests, equivalent to \$28,444,976, and assume that all Interests are sold without any adjustments with respect to Selling Commissions and Expenses. All percentages are rounded to the nearest hundredth of a percent.

This table has been included for purposes of informing prospective Investors about the compensation and expenses that have been, or will be, received or incurred in connection with this Offering. This table does not address the allocation for federal income tax purposes of the amount paid by an Investor for its Interest. Prospective Investors should discuss with their own tax advisors the tax treatment of the purchase of an Interest.

Certain of the costs reflected below have been estimated. If the actual costs and expenses are greater than this amount, the Depositor will bear such excess costs and expenses. If the actual costs and expenses are less than this amount, the Depositor will retain such excess as additional compensation.

	Amount from Offering Proceeds	Percentage of Overall Expenditures	Percentage of Offering Proceeds
<u>Sources</u>			
Offering Proceeds	\$ 28,444,976	54.04%	
Loan Proceeds	\$ 24,191,359	45.96%	
Total Sources	\$ 52,636,335	100.00%	
<u>Application</u>			
<u>Offering Costs</u>			
Selling Commissions ⁽¹⁾⁽²⁾⁽⁸⁾	\$ 1,706,699	3.24%	6.00%
Managing Broker-Dealer Fee ⁽¹⁾⁽³⁾⁽⁸⁾	\$ 995,574	1.89%	3.50%
O&O Expenses ⁽¹⁾⁽⁸⁾	\$ 284,450	0.54%	1.00%
Subtotal	\$ 2,986,722	5.67%	10.50%
<u>Costs of Acquisition</u>			
Purchase Price	\$ 44,237,600	84.04%	
Closing Costs ⁽⁴⁾	\$ 249,798	0.47%	
Financing Costs ⁽⁵⁾	\$ 554,929	1.05%	
Depositor Bridge Capital Costs ⁽⁶⁾	\$ 250,000	0.47%	
Reserve Account ⁽⁷⁾	\$ 3,022,900	5.74%	
Acquisition Fee ⁽¹⁾⁽⁸⁾	\$ 1,334,385	2.54%	
Subtotal	\$ 49,649,612	94.33%	
Total Application	\$ 52,636,335	100.00%	

[NOTES ON FOLLOWING PAGE]

NOTES:

- (1) The Parent Trust will pay or reimburse some or all of these amounts to affiliates of the Parent Trust as described in this Memorandum. Certain of these costs and expenses are based on certain assumptions made by the Sponsor. If the actual costs and expenses exceed the estimates, the Sponsor will be responsible for the excess amount. Conversely, if the estimates exceed the actual costs and expenses, the Sponsor and its affiliates will retain the difference as additional compensation. The Sponsor expects that no proceeds of the Offering after payment of the costs and expenses described above will be retained by the Depositor. See “PLAN OF DISTRIBUTION.”
- (2) Selling Commissions in an amount of up to 6.00% of the Total Sales will be paid to the Managing Broker-Dealer, some or all of which it may re-allow to the Selling Group Members. Certain of these costs and expenses are based on certain assumptions made by the Sponsor. If the actual costs and expenses exceed the estimates, the Sponsor will be responsible for the excess amount. Conversely, if the estimates exceed the actual costs and expenses, the Sponsor and its affiliates will retain the difference as additional compensation.
- (3) The Managing Broker-Dealer will also receive a Managing Broker-Dealer Fee of up to 3.5% of the Total Sales, which may be re-allowed, in whole or in part, to the Selling Group Members. The Parent Trust will pay the Selling Commissions and Expenses out of the gross Offering proceeds. For purposes of calculating the Total Sales, any discounts or reductions of Selling Commissions and Expenses or other fees with respect to any purchase of Interests will be disregarded. In addition to the foregoing fees and expenses, the Managing Broker-Dealer will receive the following fees and reimbursements: (1)(a) a servicing fee of up to \$2,000 per month, and (b) a wholesaling fee of up to \$10,000 per month, plus certain reimbursements, in each case for the duration of the Offering, in connection with its role in effectuating the Offering, neither of which will come from the Offering proceeds or distributions from the Trust; (2) 20% of the Acquisition Fee (approximately \$266,877); and (3) 7.5% of the Disposition Fee (as defined herein) paid to Master Tenant in connection with the disposition of the Property. See “COMPENSATION OF THE SPONSOR AND ITS AFFILIATES.”
- (4) “Closing Costs” consists of the \$249,798 for transfer taxes, legal expenses, title and third party expenses related to closing. If the actual costs and expenses exceed the estimates, the Sponsor will be responsible for the excess amount. Conversely, if the estimates exceed the actual costs and expenses, the Sponsor and its affiliates will retain the difference as additional compensation.
- (5) “Financing Costs” consist of the loan fee, interest rate buy-down of 1.0% and other Loan related costs.
- (6) “Depositor Bridge Capital Costs” consists of \$250,000 of carry costs relating to funds advanced by the Depositor to the Parent Trust to initially purchase one hundred percent (100%) of the Interests. The Depositor Bridge Capital Costs reflect the anticipated cost to the Depositor of the sources of financing required for the Parent Trust to acquire the Properties. To the extent the actual Depositor Bridge Capital Costs are greater than this amount, the Sponsor will absorb such additional costs, and to the extent they are less than this amount, the Sponsor will retain the excess on a nonaccountable basis.
- (7) “Reserve Account” will consist of an aggregate amount of \$3,022,900 to be used for working capital and certain prefunded Trust costs, capital expenditures including repositioning costs, and unanticipated costs relating to the Properties and the Operating Trusts. Such reserves will be funded out of the proceeds of the Offering. Any amounts remaining in the Reserve Account upon the sale of the Property will be distributed to the Investors (and any other holders of Interests) based on their respective pro rata Interests.
- (8) While these costs are based on the sale of 100% of the Interests, only 99% of the Interests are being offered for sale. If the actual costs and expenses exceed the estimates, the Sponsor will be responsible for the excess amount. Conversely, if the estimates exceed the actual costs and expenses, the Sponsor will retain the difference as additional compensation.

DESCRIPTION OF THE PROPERTIES

Each Operating Trust owns a fee simple interest in its respective Property. Each Operating Trust has leased 100% of its Property to the applicable Master Tenant pursuant to the applicable Master Lease. See “SUMMARY OF THE LEASES – Master Leases” for additional information regarding the Master Tenants and the terms of the Master Leases.

General Property Information

Each of the Properties is operated as a self-storage facility under the SmartStop® Self Storage name. In the aggregate, there are approximately 1,927 storage units, 24 modular outdoor storage units, and 12 vehicle storage spaces at the Properties.

Property specific information for each Property is available in its respective Property Condition Report (each, an “Assessment,” and collectively, the “Assessments”) dated December 13, 2024, prepared by AEI Consultants (“AEI”). Copies of the Assessments are available in the Investor Data Room. Additional information concerning the Properties is summarized in the tables below.

The following table is a summary of certain general information about the Properties:

Property and Address	Land Area ⁽¹⁾	Approximate Rentable Area ⁽²⁾	Storage Units ⁽²⁾	Other Spaces ⁽²⁾	Year Built	Zoning
Phoenix Property 4860 North 83rd Avenue Phoenix, AZ 85033	4.1 acres	82,435 sq. ft.	711	None	2006	C-2 SP (Commercial Special Permit)
Longwood Property 460 Florida Central Parkway Longwood, FL 32750	4.38 acres	65,740 sq. ft.	542	12 vehicle storage spaces	1988	IND (Industrial)
Dallas Property 78110 S. Cockrell Hill Road Dallas, TX 75236	3.18 acres	74,121 sq. ft.	674	24 modular outdoor storage units	2004	MU-1 (Mixed-Use District)

- (1) All references in this Memorandum to the acreage of the Properties are approximate and are based on the surveys, copies of which are available in the Investor Data Room.
- (2) All references in this Memorandum to the rentable square footage of the buildings, number of storage units and vehicle storage spaces at the Properties are approximate and are based on the Assessments for each of the Properties, copies of which are available in the Investor Data Room.

Detailed Description of the Buildings

The following descriptions of the Properties’ buildings are based on the descriptions set forth in the Assessments.

Phoenix Property

The Phoenix Property consists of seven, one- and two-story buildings with 711 units (557 climate controlled units and 154 non- climate controlled units).

The foundation is spread concrete and continuous footings. Foundation walls are thickened and reinforced concrete slab. The building floors are concrete slab-on-grade. Six of the buildings have pitched roofs with predominantly asphalt shingles, with one building having concrete tiles. The remaining building has a low slope roof with polyurethane foam. The roof framing and deck are engineered wood truss joists covered by plywood decking.

The frame consist of masonry bearing walls. Exterior walls are painted concrete masonry unit (“CMU”) with Exterior Insulation Finish System. Two of the buildings have gutters and downspouts, while the remaining buildings are gutterless by design.

Storefront windows are aluminum-framed storefront systems. Other windows are double pane in aluminum frames. Main entrance doors are aluminum storefront entrance doors. Secondary entrance doors are aluminum storefront entrance doors and metal insulated doors. Overhead doors are roll-up, commercial grade doors at storage units.

The lobby consists of painted gypsum board walls with ceramic tile floors and acoustical tile ceilings. Common corridors consist of CMU and metal panel walls with polished concrete floors and exposed ceilings. There are two single-user restroom with ceramic tile floors.

Hot and cold water is distributed via cooper pipe. There is one water meter. Sanitary waste and vent piping are acrylonitrile butadiene styrene pipe and polyvinyl chloride pipe.

The two story Building A is heated and cooled by a combination of rooftop mounted package units, and individual split systems with roof mounted condensers and ceiling mounted fan coil units. The central Building B is heated and cooled by rooftop mounted package units. The electric system typically consists of one 400 supply amperage of 120/240 volt, single-phase, three-wire alternating current services to each building via underground lines to a pad-mounted electrical transformer.

There are two 4,500 lb capacity, Thyssen Krupp hydraulic elevators servicing Building A.

The fire and life safety system at the Phoenix Property includes a 100% coverage wet pipe fire sprinkler system, common areas and corridor fire extinguishers, hard-wired smoke detectors with battery back-up, strobe light alarms, illuminated exit signs, battery-backup light fixtures and fire hydrants.

The Phoenix Property includes a fire alarm system and security cameras located at each building. The main entry door has deadbolts and each tenant door has lever hardware and code key access.

Electricity is provided by Arizona Public Service. Potable water and sanitary sewage are provided by City of Phoenix. Storm sewer services are provided by below ground detention tanks and drywells.

Longwood Property

The Longwood Property consists of nine one- and two-story buildings with 542 units (210 climate controlled units and 332 non- climate controlled units) and 12 vehicle storage spaces.

The foundation is concrete slab-on-grade with thickened and reinforced concrete slab walls. The building floor is concrete slab-on-grade. The roof framing and deck are engineered wood truss joists covered by plywood decking. Buildings A through H have pitched roofs with asphalt shingles with no attic space. The frame consists of masonry bearing walls. The office building has upper floors consisting of wood joists supporting boarded floors and an interior wood-framed stairs with wood thread. Exterior walls consist of painted CMU with stucco finishes.

The main entrance has aluminum storefront style entrance doors. The entrance doors to the storage units consist of roll up commercial grade doors. Secondary entrance doors are steel-clad insulated doors. Aluminum-framed storefront window systems are used for the storefront windows. Other windows are casement with single-pane glass.

Common corridors also consist of CMU walls with exposed ceilings and a polished concrete floor finish. The lobby consists of painted gypsum board walls with acoustical ceiling tiles and ceramic tile floors. There is one single-user restroom in the office building.

Hot and cold water is distributed via chlorinated polyvinyl chloride pipe. There is one water meter for the Longwood Property. There is an individual small, electric, tank-type water heater for the office building. The primary

cooling and heating system is comprised of individual split systems with air-cooled condensing units and an individual electric forced air unit respectively. The distribution system is a ducted forced-air system and fan coil terms units. Only Building G and the office building are climate controlled.

Storage units consist of concrete floors, CMU and corrugated metal panel walls, and insulated and corrugated metal deck ceilings with roll-up doors.

The electric system typically consists of 120/240 volt, single-phase, three-wire services and a supply amperage of 400 amps via underground lines to a pad-mounted electrical transformer. Branch wiring and service wires are copper.

The fire and life safety system at the Longwood Property includes fire extinguishers located in common areas and building exteriors, hard-wired smoke detectors with battery back-up, strobe light alarms, illuminated exit signs and battery-backup light fixtures and fire hydrants located along parking lot drive aisles. There is no sprinkler system at the Longwood Property.

The Longwood Property includes a security cameras located at building exteriors and common areas. The main entry door has a deadbolt and tenant spaces have locks.

Electricity is provided by Florida Power & Light. Potable water and sanitary sewage are provided by the City of Longwood. Storm sewer drainage areas are located at the western and southern portions of the Longwood Property.

Dallas Property

The Dallas Property consists of Building A, a two-story building, and nine one-story buildings with 674 units (355 climate controlled units and 319 non-climate controlled units). The Dallas Property also includes 24 modular outdoor storage units.

The foundation is shallow foundation with spread concrete and continuous footings. Foundation walls are thickened and reinforced concrete slab. The building floors are concrete slab-on-grade. The buildings have low-sloped roofs with Thermoplastic Polyolefin Roof Membrane and no attic. The roof framing and deck consist of steel framing with steel beams and purlins supporting metal panel roof decking. The frame consist of masonry bearing walls and steel framing. Exterior walls are painted CMU and unpainted masonry brick veneer with metal trim. All 10 buildings have gutters and downspouts.

Fixed and operable windows are on the west and north facades of Building A. Windows are double pane in aluminum frames. The leasing office entrance has an aluminum storefront entrance door, while the Building A entrance doors are metal doors with glass panels in metal frames. Secondary entrance doors and service doors are steel clad insulated doors. Overhead doors are roll-up, commercial grade doors at storage units.

The elevator lobby (separate from main lobby) consists of painted CMU and metal panel walls in Building A, with concrete floors and exposed ceilings. Common corridors consist of metal panel walls with concrete floors and exposed ceilings in Building A. There is one single-user restroom in the leasing office area.

Hot and cold water is distributed via cooper pipe. There is one water meter. Sanitary waste and vent piping are polyvinyl chloride pipe. Hot water is provided to manager's apartment, unit kitchen, bathrooms and common areas restroom vi an individual small, 40-gallon electric, tank-type water heater.

Building A is heated and cooled by a combination of rooftop mounted package units via a ducted forced air system. Buildings B through J are not provided with heating or cooling. The electric system typically consists of one 200 supply amperage of 120/240 volt, single-phase, three-wire alternating current services to each building via overhead lines and pole-mounted electrical transformers. Branch wiring is copper and service wire is aluminum.

There is one 4,500 lb capacity, Schindler hydraulic elevators servicing Building A.

The fire and life safety system at the Dallas Property includes a 100% coverage wet pipe fire sprinkler system in Building A, fire extinguishers in leasing office area and manager's residence in corridors in Building A, hard-wired smoke detectors with battery back-up in leasing office and manager's residence, illuminated exit signs, battery-backup light fixtures and fire hydrants along parking lot drive aisles.

The Dallas Property includes security cameras located throughout the Dallas Property exterior, interior of Building A and interior of leasing office. The main entry door has deadbolts and locks and each tenant door has a standard commercial storage unit locks.

Electricity is provided by Oncor Electric Company. Potable water, sanitary sewage and storm sewer services are provided by City of Dallas.

Physical Condition of the Properties

Phoenix Property

The Phoenix Property is in good to fair condition. AEI identified immediate repairs of \$3,900 related to inspecting and/or replacing fire extinguishers and installing ADA accessible kits at all required ADA storage units (approximately 21 units) in order to comply with the Americans with Disabilities Act of 1990 (the "ADA"). AEI identified short term replacement and repairs of \$412,480 for replacing the built-up roofing, replacing HVAC condensing and packaged rooftop units, and elevator inspection.

AEI also identified certain long-term replacement and repair needs totaling \$904,937.83 (approximately \$106.06 per unit per year) in inflated dollars, assuming a twelve-year hold period and an inflation rate of 2.5%. These long-term replacement and repair needs were most heavily weighted toward the replacement of roof shingles, replacement of HVAC condensing and packaged rooftop units, maintenance of the exterior walls and Exterior Insulation Finish System and the modernization of elevator hydraulics and interior.

Longwood Property

The Longwood Property is in good to fair condition. AEI identified immediate repairs of \$7,000 related modifying ADA parking to make it van accessible, installing ADA accessible kits at all required ADA storage units (approximately 17 units), and installing a grab bar and lower mirror. AEI identified short term replacement and repairs of \$15,100 for the repair of roof leaks and replacement of split-system condensing units and fan coil units.

AEI also identified certain long-term replacement and repair needs totaling \$691,481.87 (approximately \$103.27 per unit per year) in inflated dollars, assuming a twelve-year hold period and an inflation rate of 2.5%. These long-term replacement and repair needs were most heavily weighted toward replacing the roof system, exterior wall maintenance, replacement of split-system condensing units and fan coil units.

Dallas Property

The Dallas Property is in good to fair condition. AEI identified immediate repairs of \$19,500 related to inspecting the foundation, addressing water leakage occurring along certain units, and installing ADA accessible kits at all required ADA storage units (approximately 20 units). AEI identified short term replacement and repairs of \$17,000 for exterior lighting upgrades and refurbishing exterior masonry.

AEI also identified certain long-term replacement and repair needs totaling \$1,482,562 (approximately \$183.00 per unit per year) in inflated dollars, assuming a twelve-year hold period and an inflation rate of 2.5%. These long-term replacement and repair needs were most heavily weighted toward the replacement of the roof, maintenance of exterior walls and masonry, and the modernization of elevator hydraulics and interior.

Related Reserves

The Parent Trust will establish and maintain the Reserve Account to make funds available for working capital and certain prefunded Trust costs, capital expenditures and unanticipated costs relating to the Properties and the Operating Trusts, but in the event that the costs exceed the funds available in such Reserve Account, the Parent Trust, and ultimately the Investors, would need to make up the difference. The Reserve Account will be funded from Offering proceeds in the aggregate amount of \$3,022,900. If additional reserves are needed, the Signatory Trustee may withhold distributions from the Parent Trust to the Investors, thereby reducing targeted distributions. See “RISK FACTORS – Risks Related to the Master Leases and the Management of the Properties.” Any amounts remaining in the Reserve Account upon the sale of the Properties will be distributed to the Investors (and any other holders of Interests) based on their respective pro rata Interests.

Zoning

The Sponsor has obtained (1) a Zoning Report for the Phoenix Property dated October 14, 2025 (the “**Phoenix Zoning Report**”), prepared by Zoning Info, Inc. (“**Zoning Info**”); (2) a Zoning Report for the Longwood Property dated October 31, 2025 (the “**Longwood Zoning Report**”), prepared by Zoning Info; and (3) a Zoning Report for the Dallas Property dated September 18, 2025 (the “**Dallas Zoning Report**”, and together with the Phoenix Zoning Report and the Longwood Zoning Report, the “**Zoning Reports**”). Copies of the Zoning Reports are available in the Investor Data Room.

The following tables set forth the flood, seismic, wind and hurricane zones in which the Properties are located. The flood zone information is based on the Flood Insurance Rate Map maintained by the Federal Emergency Management Agency (“**FEMA**”); the seismic zone information is based on the “Seismic Zone Map of the United States,” in the 1997 Uniform Building Code; and the wind and hurricane zone information is based on FEMA’s “Map of Wind Zones in the United States.”

Phoenix Property

According to the Phoenix Zoning Report, the Phoenix Property is zoned as C-2 SP, Commercial District Zone, Special Permit. The current use of the Phoenix Property is legal, but the Phoenix Property is not in conformance with the current zoning code. The nonconforming aspects of the Phoenix Property are related to deficient parking, property line setback and interior parking landscaping and are due to changes in the zoning code that occurred subsequent to the development of the Phoenix Property. In the event the Phoenix Property is damaged by an event like a fire or flood, it can be restored to its original state without a use permit if the repair cost is less than 50% of the total reconstruction cost, subject to certain conditions. If the repair cost exceeds 50%, a use permit is needed before rebuilding.

There are no zoning or building code violations on file with the City of Phoenix. There is a fire code violation on file with the Phoenix Fire Department. According to the Phoenix Fire Department, the Phoenix Property’s sprinkler system was set to be tested and renewed as of October 31, 2023. Additionally, the “5-Year Sprinkler” was set to be tested and renewed as of November 27, 2024. As of the date of this Memorandum, such fire code violations remain uncured and on file.

Flood Zone	Seismic Zone	Wind Zone	Hurricane Susceptible Region
Zone X (shaded) (an area of 500-year flood)	Zone 1 (area of low probability of damaging ground motion)	Zone I (up to 130 mph)	No

Longwood Property

According to the Longwood Zoning Report, the Longwood Property is zoned as IND, Industrial. The current use of the Longwood Property is legal, but the Longwood Property is not in conformance with the current zoning

code. The nonconforming aspects of the Longwood Property are related to deficient parking and landscape buffers. In the event of a casualty, the Longwood Property must be rebuilt in compliance with the Longwood Development Code. There are no zoning, building, or open fire code violations on file with the City of Longwood.

Flood Zone	Seismic Zone	Wind Zone	Hurricane Susceptible Region
Zone A (area of 100-year flood), and Zone X (unshaded) (an area outside the 500-year flood plain)	Zone 0 (area of very low probability of damaging ground motion.)	Zone III (up to 200 mph)	Yes

Dallas Property

According to the Dallas Zoning Report, the Dallas Property is zoned as a MU-1, Mixed Use District in the Executive Airport Height Overlay. The Dallas Property and its use both conform with current applicable laws. There are no zoning, building, or open fire code violations on file with the City of Dallas.

Flood Zone	Seismic Zone	Wind Zone	Hurricane Susceptible Region
Zone X (non-shaded) (an area outside the 500-year flood plain.)	Zone 0 (area of very low probability of damaging ground motion)	Zone IV (up to 250 mph)	No

See “RISK FACTORS – Risks Related to the Properties – As the result of a casualty or a change of use, the Properties may need to conform to then current zoning laws” and “RISK FACTORS – Risks Related to the Properties – The location of the Properties present certain risks, which could result in damage to such Properties” for additional discussion.

Environmental

A current Phase I Environmental Site Assessment (a “**Phase I**”) has been obtained for each of the Properties, which were prepared by AEI. The Phase I for the Longwood Property is dated December 13, 2024, the Phase I for the Dallas Property is dated December 5, 2024, and the Phase I for the Phoenix Property is dated December 16, 2024. Copies of the Phase I’s are available in the Investor Data Room. Each Phase I was performed in compliance with the standards of ASTM Practice E1527-21, which is recognized by the United States Environmental Protection Agency (“**USEPA**”) and many states as adequate to demonstrate compliance with “All Appropriate Inquiry.” The reliance terms of each Phase I entitle the applicable Operating Trust to rely on such Phase I. In the event that environmental contamination consisting of hazardous substances or petroleum existed with respect to a Property when the applicable Operating Trust acquired the Property, but which was not disclosed in the Phase I for the Property, and the contamination is subsequently discovered on the Property, the Operating Trust may be able to avail itself of the defenses to, and the exemptions from, liability that are available under the Federal Comprehensive Environmental Response, Compensation, and Liability Act (“**CERCLA**”) and other federal and state laws, since the Operating Trusts acquired the Properties within 180 days of the effective date of the Phase Is and otherwise satisfied the conditions of “All Appropriate Inquiry.”

The objective of each Phase I was to identify any Recognized Environmental Conditions (“**RECs**”), Historical RECs (“**Historical RECs**”), Controlled RECs (“**Controlled RECs**”) and/or any other environmental conditions (“**OECs**”), including but not limited to *de minimis* conditions (“**de minimis conditions**”) in connection with the applicable Property. A REC refers to “the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material

threat of a future release to the environment.” A Controlled REC refers to a REC “affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).” A Historical REC refers to “a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).” A Historical REC is not a recognized environmental condition. *De minimis* conditions are not RECs. *De minimis* conditions generally do not present a threat to human health and the environment and generally are not subject to enforcement action if brought to the attention of governmental agencies. Each Phase I categorizes *de minimis* conditions under the rubric of an OEC, which can also include environmental considerations beyond the scope of ASTM Practice E1527-21, such as the presence of asbestos-containing material (“ACM”), lead-based paint (“LBP”), radon, mold, and lead in drinking water, which can affect the liabilities and financial obligations of a property owner, the health and safety of site occupants, and the value and marketability of a property.

Phoenix Property

The Phase I for the Phoenix Property did not identify any Controlled RECs, Historical RECs, or OECs. The Phase I identified a REC based on heavy oil staining observed in a landscaped area on the north side of the Property, likely resulting from illegal dumping of used oil. The Phase I concludes that groundwater impact is unlikely due to depth. The Phase I recommends removal and proper disposal of impacted soils and landscaping materials in accordance with regulatory requirements. The Phase I notes that further investigation would be required to determine the depth of impacted soils. The Phase I did not recommend any further investigation of the Phoenix Property at this time.

Longwood Property

The Phase I for the Longwood Property did not identify any RECs, Controlled RECs, or Historical RECs. The Phase I identified the following OECs:

The Longwood Property was historically submerged and filled prior to 1919 with unknown fill material, which could potentially contain metals or petroleum constituents. The Longwood Property is fully paved and developed for commercial use, so the Phase I concludes there is no immediate risk or action warranted. The Phase I notes that if future redevelopment occurs, soil characterization and proper management of any impacted soils is recommended.

The Longwood Property is located within FEMA Flood Zone A (100-year flood zone), which may increase flood risk and could impact insurance and future development considerations. The Phase I did not recommend further investigation of the Longwood Property at this time.

Dallas Property

The Phase I for the Dallas Property did not identify any RECs, Controlled RECs, Historical RECs, or OECs. The Phase I did not recommend further investigation of the Dallas Property at this time.

See “RISK FACTORS – Risks Related to the Properties – *The existence of any environmental issues with the Properties may adversely affect the Trusts*” and “RISK FACTORS – Risks Related to the Properties” for additional information.

Agreements Affecting the Properties

The Properties are subject to various matters affecting title, including but not limited to immediate repairs ordinances, building codes and matters set forth in the pro forma owner’s title insurance policies and the surveys of the Properties. Copies of such policies and surveys are available in the Investor Data Room. These matters may

include, for example, easements, declarations, restrictions, agreements and other limitations on the right of the Operating Trusts to construct, develop and use the Properties and may impose certain maintenance and cost-sharing obligations upon the Operating Trusts. Documents related to the most significant matters affecting title are available in the Investor Data Room. See “RISK FACTORS – Risks Related to the Properties – *The Trusts will not guarantee the condition of, or title to, the Properties*” for additional discussion.

The Phoenix Property is subject that certain Common Operation and Reciprocal Easement Agreement (the “**COREA**”) dated August 10, 1999 by and between Evergreen-new Camelback, Limited Partnership, an Arizona limited partnership (the “**Original Declarant**”) (as amended and supplemented), as assigned to Provident Development Group L.C., an Idaho limited liability company (“**Second Declarant**”), on April 1, 2009, as further assigned to Westport Phoenix Self Storage, LLC, a Delaware limited liability company (“**Third Declarant**”), on April 3, 2015, as further assigned to the Phoenix Trust (the “**Current Declarant**”, together with the Original Declarant, the Second Declarant, and the Third Declarant, the “**Declarant**”), on February 25, 2025.

Declarant is responsible for making assessments on the owners of other parcels subject to the COREA. Pursuant to the COREA, owners of other parcels subject to the COREA must pay to the Declarant all sums due to Declarant under the Agreement, which are deemed assessments. Unpaid and delinquent assessments shall accrue interest at 18% per annum from the date such assessment is due and payable until it is fully paid, together with all costs and expenses and reasonable attorneys’ fees. Declarant may bring an action at law against the owner obligated to pay the assessment or other some of money and/or foreclose the lien against such owner’s parcel under the prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recovery any deficiency).

SUMMARY OF THE LEASES

Master Lease

General. Each Operating Trust has entered into a Master Lease for its Property with its Master Tenant, which is an affiliate of the Sponsor. The Operating Trusts have assigned the existing Rental Agreements to their Master Tenant, and all future Rental Agreements will be entered into by their Master Tenant. As of September 30, 2025, the average physical occupancy rate for the Properties (including the square footage of the storage units and the vehicle storage spaces), based on the rentable square footage of the Properties, was approximately 90% occupied (92% at the Phoenix Property, 90% at the Longwood Property, and 88% at the Dallas Property).

Each Master Lease is, or will be, structured as a net lease incorporating all expenses and debt service associated with the operation of the applicable Property. The Master Tenants operate, or will operate, the Properties for their own benefit and are entitled to retain certain positive differences between the operating cash flow of the Properties and the Master Lease payments due to the Operating Trusts and the Lender, as described in greater detail below. Likewise, the Master Tenants are, or will be, liable for the cash shortfalls between the operating cash flow and the Master Lease payments due to the Operating Trusts and the Lender. See “RISK FACTORS – Risks Related to the Master Leases and the Management of the Properties – *The Master Tenants have limited capital*” for additional discussion regarding the capitalization of the Master Tenants.

Below is a summary of significant, but select and limited, economic terms of the Master Leases. The fundamental information listed below is not exhaustive of all important terms of the Master Leases, such as, for example, the Trusts’ and Investors’ liabilities associated with indemnification and termination provisions of the Master Leases. Prospective Investors are strongly encouraged and expected to review each entire Master Lease, copies of which are available in the Investor Data Room. The following summary is qualified in its entirety by reference to the full text of the Master Leases.

Term. Each Master Lease has an initial term of seven (7) years (the “**Original Term**”) and, will automatically renew for up to three (3) successive renewal terms of five (5) years each (each a “**Renewal Term**”; together with the Original Term, the “**Term**”), unless its Master Tenant elects not to renew the Master Lease. Each year during the Term is herein referred to as a “**Lease Year**.” The first Lease Year commenced on November 13, 2025 and will end on November 12, 2026 and each subsequent Lease Year will commence on November 13th and end on November 12th of the subsequent year. Each Master Tenant is required to give its Operating Trust 60 days’ prior written notice of its intention to not exercise a Renewal Term. During the Term, each Master Tenant is obligated to pay the Rent and bear all costs of operating, maintaining, repairing, and leasing the Properties. Each Master Lease may be terminated prior to the end of a Term in circumstances that include the following: (a) by the Operating Trusts in the event of an uncured default by such Master Tenant; and (b) upon a sale or other disposition of a Property by the respective Operating Trust, in which case its Master Lease terminates automatically as to such Property only.

Rental Payments. During the term of each Master Lease, each Master Tenant pays Base Rent equal to the amounts scheduled to fall due to the Lender pursuant to the applicable Loan Documents (such amounts, the “**Base Rent**”). Such amounts do not include any additional amounts that may become payable to the Lender due to, for example, a default under the Loan Documents, or a balloon payment becoming due under the Loan Documents. Each Operating Trust has directed its Master Tenant to pay the monthly installment of Base Rent to the Lender in accordance with the terms and conditions of the applicable Loan Documents. This direction does not, however, constitute an assumption of the Operating Trust’s obligations under the Loan Documents, and does not alter the Trust’s obligations thereunder, but rather is an accommodation to the Trust.

In addition to Base Rent, each Master Tenant is required to pay Additional Rent and Bonus Rent to the Trust. Additional Rent consists of 100% of the Master Tenant’s “**Gross Income**” (as defined below) from the Properties for each Lease Year of the Master Lease that exceeds the “**Additional Rent Breakpoint**” for such Lease Year, up to the “**Additional Rent Cap**” for such Lease Year. Bonus Rent consists of 80% of the Master Tenant’s Gross Income from the Properties for each Lease Year of the Master Lease that exceeds the “**Bonus Rent Breakpoint**” for such Lease Year.

As defined in the Master Leases, “**Gross Income**” means all income collected by the Master Tenant from rents, license fees and/or assessments and other items arising from the use of the Properties, including but not limited to, rents on the Properties, late fees, returned check charges, administrative charges, proceeds of rental interruption insurance, parking fees, income from coin operated machines and other miscellaneous income, due or to become due. Gross Income does not include any revenue from any Tenant Program.

The following tables sets forth the annual Base Rent amounts and certain elements used in the computation of Additional Rent and Bonus Rent during Lease Year 1 to Lease Year 7 for each Master Lease. See Financial Forecast attached as Exhibit C to this Memorandum for a the aggregate Master Lease payments.

Phoenix Master Lease:

Lease Year	Base Rent*	Additional Rent Breakpoint	Additional Rent Cap	Bonus Rent Breakpoint
1	\$532,840	\$917,700	\$1,029,383	\$1,947,083
2	\$532,840	\$933,727	\$1,059,792	\$1,993,518
3	\$532,840	\$968,300	\$1,059,792	\$2,028,092
4	\$532,840	\$1,004,128	\$1,059,792	\$2,063,920
5	\$532,840	\$1,041,345	\$1,059,792	\$2,101,137
6	\$532,840	\$1,082,821	\$1,059,792	\$2,142,613
7	\$532,840	\$1,121,850	\$1,059,792	\$2,181,641

Longwood Master Lease:

Lease Year	Base Rent*	Additional Rent Breakpoint	Additional Rent Cap	Bonus Rent Breakpoint
1	\$287,097	\$692,145	\$568,187	\$1,260,333
2	\$287,097	\$727,686	\$585,130	\$1,312,816
3	\$287,097	\$760,513	\$585,130	\$1,345,644
4	\$287,097	\$794,555	\$585,130	\$1,379,686
5	\$287,097	\$828,321	\$585,130	\$1,413,452
6	\$287,097	\$866,317	\$585,130	\$1,451,447
7	\$287,097	\$905,981	\$585,130	\$1,491,111

Dallas Master Lease:

Lease Year	Base Rent*	Additional Rent Breakpoint	Additional Rent Cap	Bonus Rent Breakpoint
1	\$389,631	\$825,362	\$779,797	\$1,605,159
2	\$389,631	\$841,018	\$803,557	\$1,644,575
3	\$389,631	\$876,510	\$803,557	\$1,680,067
4	\$389,631	\$913,625	\$803,557	\$1,717,182
5	\$389,631	\$951,034	\$803,557	\$1,754,592
6	\$389,631	\$991,782	\$803,557	\$1,795,339
7	\$389,631	\$1,032,625	\$803,557	\$1,836,182

Each Master Lease has the following schedule of Rent for the Renewal Terms:

Renewal Term 1: The Rent for each Lease Year of Renewal Term 1 will be equal to the sum of the then-annual debt service applicable in each remaining Lease Year of Renewal Term 1 (which amount will constitute Base Rent for each remaining Lease Year of Renewal Term 1, which will be payable as provided in the applicable Master Lease), with Additional Rent and Bonus Rent (including the percentages of Gross Income, breakpoints and caps with respect thereto) determined by the applicable Master Tenant in a manner consistent with the determination of such amounts during the Original Term, with a maximum equal to 1.05 times the Rent during Lease Year 7.

Renewal Term 2: The Rent for each Lease Year of Renewal Term 2 will be equal to the sum of the then-annual debt service applicable in each Lease Year of Renewal Term 2 (which amount will constitute Base Rent for each Lease Year of Renewal Term 2, which will be payable as provided in the applicable Master Lease), with Additional Rent and Bonus Rent (including the percentages of Gross Income, breakpoints and caps with respect thereto) determined by the applicable Master Tenant in a manner consistent with the determination of such amounts during Lease Year 12, with a maximum equal to 1.05 times the Rent during Lease Year 12.

Renewal Term 3: The Rent for each Lease Year of Renewal Term 3 will be equal to the sum of the then-annual debt service applicable in each Lease Year of Renewal Term 3 (which amount will constitute Base Rent for each Lease Year of Renewal Term 3, which will be payable as provided in the applicable Master Lease), with Additional Rent and Bonus Rent (including the percentages of Gross Income, breakpoints and caps with respect thereto) determined by the applicable Master Tenant in a manner consistent with the determination of such amounts during Lease Year 17, with a maximum equal to 1.05 times the Rent during Lease Year 17.

Uncontrollable Expenses. The Master Leases provides that each Master Tenant will pay the “**Uncontrollable Expenses**” (i.e., the real estate taxes, utility costs and property insurance costs for the Property) for each Lease Year of the Master Lease (prorated for any partial Lease Year), and will be financially responsible for such Uncontrollable Expenses up to the amount of “**Projected Uncontrollable Expenses**” for each Lease Year as set forth in the Financial Forecast attached as Exhibit C to this Memorandum. To the extent the actual Uncontrollable Expenses for a Lease Year paid by the Master Tenant exceed Projected Uncontrollable Expenses for such Lease Year, its Operating Trust will be responsible for such difference through reduction in amounts otherwise payable by the Master Tenant as Additional Rent or Bonus Rent. However, if the actual Uncontrollable Expenses are less than the Projected Uncontrollable Expenses for a Lease Year, the difference will be paid by the Master Tenant to its Operating Trust as Additional Rent, not later than the completion of a Lease Year-end reconciliation of such amounts, within 120 days of the end of each Lease Year or as soon as practicable thereafter.

Master Tenant Profits. Each Master Tenant is entitled to the net income from its Property equal to the difference, after taxes owed by the Master Tenant, between (a) the gross revenues the Master Tenant receives from its Property and (b) the expenses it incurs in maintaining its Property and its payment and other financial obligations under its Master Lease, including its obligations to pay Rent, Impositions and Operating Costs.

Repairs and Maintenance. The Operating Trusts are financially responsible for all “**Capital Expenses**” at the Properties, which means all costs and expenses incurred in connection with the Properties that are normally capitalized under generally accepted accounting principles, including but not limited to (i) replacement of roofs, chimneys, gutters, downspouts, paving, curbs, ramps, driveways, parking lots, balconies, patios, windows, foundations, exterior walls and all load bearing walls, exterior doors and doorways, windows, elevators, fences, gates and HVAC systems and components thereof, and all furniture, fixtures and equipment, (ii) exterior painting or other façade maintenance, (iii) certain repositioning costs with respect to the Properties as reasonably determined by its Master Tenant, and (iv) any obligations of the Operating Trusts under the Loan Documents, or Landlord (as defined in the Master Lease) with respect to environmental matters and capital repairs made at the Properties, including any latent defect in the Property, whether identified in the Loan Documents or otherwise. Each Master Tenant is financially responsible for all costs and expenses incurred in connection with the Properties that are not Capital Expenses, including fuel and utilities costs, repair costs, property management fees and employment costs for persons providing services to the Properties, collections costs, reasonable attorneys’ fees, overhead and service agreements relating to

the Properties (the “**Operating Costs**”) and, subject to the limitations set forth above with respect to Uncontrollable Expenses, its Master Tenant is financially responsible for real estate taxes, assessments, water and sewer rents, and other charges for public utilities (the “**Impositions**”). Although the Operating Trusts are responsible for paying Capital Expenses, its Master Tenant is fully responsible for performing all maintenance, repairs and replacements to the Properties and the Operating Trusts are not required to actually perform any capital improvements or maintenance of the Properties.

Reserve Account. The Operating Trusts will establish and maintain the Reserve Account to make funds available for working capital and certain prefunded Operating Trust costs, capital expenditures including repositioning costs and unanticipated costs relating to the Properties and their Operating Trusts. See “DESCRIPTION OF THE PROPERTIES – Condition of the Properties – *Related Reserves*” for additional discussion. Any amounts remaining in the Reserve Account upon the sale of the Properties will be distributed to the Investors based on their respective pro rata Interests.

Insurance. Each Master Tenant obtained all insurance required under its applicable Loan Document and Master Lease, including, without limitation, comprehensive, replacement cost casualty insurance with not less than 12 months of loss of rent coverage and personal liability and property damage insurance. The Operating Trusts are named as an additional insured or loss payee, as the case may be, on the insurance policies obtained by its Master Tenant. Each Master Tenant’s financial responsibility for such insurance is subject to the limitations described above with respect to Uncontrollable Expenses.

Rights and Duties of Master Tenant. Each Master Tenant has the sole and exclusive right and obligation to manage, lease, operate, repair and maintain the Properties during the Term. Among other things, each Master Tenant has the right to negotiate and enter into subleases (i.e., the Rental Agreements) of the Properties, to incur costs and expenses and pay the Properties’ operating costs and expenses from the Properties’ cash flow, and to enter into property and asset management agreements with third parties or affiliates. There can be no assurance that the Master Tenants will perform these duties as expected or that any failure to perform such duties will be discovered by the Operating Trusts on a timely basis.

Property Management. Each Master Tenant has entered into a Property Management Agreement with the Property Manager, for the performance of such Master Tenant’s property management obligations. Except for management fees that are incurred in connection with a construction matter involving a Capital Expense (which will be included as part of such Capital Expense and thus borne by the Operating Trusts), each Master Tenant is responsible for any fees payable to the Property Manager (e.g., the Management Fee, the Construction Management Fee, and the Tenant Program Fee).

Casualty and Condemnation. In the event of a casualty or condemnation, the applicable Operating Trust (or its Master Tenant on the Operating Trust’s behalf) will, to the extent permitted by law and the Loan Documents, restore the applicable Property using the insurance proceeds or award, as applicable. If either the insurance proceeds or award, as applicable, exceeds the cost to restore a Property, then the excess will be treated as Bonus Rent and paid to the applicable Operating Trust.

Capitalization of Master Tenant. Each Master Tenant is a newly formed Delaware limited liability company and an affiliate of the Sponsor. Each Master Tenant will be capitalized with a Demand Note from the Operating Partnership as follows: \$441,000 with respect to the Phoenix Master Tenant, \$237,000 with respect to the Longwood Master Tenant, and \$322,000 with respect to the Dallas Master Tenant. Copies of the Demand Notes are available in the Investor Data Room. The Operating Partnership’s Demand Note obligations will be reduced by the amount of any net earnings the Operating Partnership retains in the Master Tenant. The Demand Note proceeds are available for use by its Master Tenant in its discretion to satisfy its obligations under its Master Lease. Each Master Tenant has no obligation to replenish any portion of its Demand Note proceeds once it has been used. Any remaining funds, upon a sale of the Property by the Operating Trust, will be retained by the applicable Master Tenant.

Rental Agreements

Each of the Tenants has entered into a Rental Agreement. In addition, each new Tenant will be required to enter into a Rental Agreement moving forward.

A sample of the Rental Agreement that is used at each of the Properties is available in the Investor Data Room. Each prospective INVESTOR should review the SAMPLE RENTAL AGREEMENT IN ITS ENTIRETY before investing. The following is a summary of some of the significant provisions of the rental agreements. It is qualified in its entirety by reference to the full text thereof.

Each Rental Agreement is for a specific storage unit on an “as-is” basis for a month-to-month term. Each Master Tenant may terminate a Rental Agreement immediately upon default by the Tenant of any of the terms in the Rental Agreement. Either party may terminate the Rental Agreement upon 10 days’ prior written notice. The Tenants are only permitted to store wholly-owned personal property; however, certain items are prohibited, including but not limited to antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Tenant. Tenants may not use the space as a residence, nor may they use it as storage for, or habitat of, animals. Each Tenant is required to keep the respective leased space in good condition. No alterations or additions are permitted.

In general, Tenants are required to acquire and maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property (the “**Insurance Requirement**”). Neither the Master Tenants nor the Property Manager provides any insurance to Tenants. However, the Property Manager administers a tenant program, which provides Tenants with the opportunity to participate in a protection plan (the “**Tenant Program**”). In the standard terms of the Rental Agreement, each Tenant provides a full release of liability for any damage to their stored goods (the “**Full Release**”). If a Tenant chooses to participate in the Tenant Program, such Tenant will execute an amendment to the Rental Agreement that waives the Insurance Requirement and modifies the Full Release such that the Property Manager will retain, rather than extinguish, any liability as imposed by law for loss of or damage to stored goods up to a predefined dollar amount selected by the Tenant (the “**Limited Release**”). In exchange for this Limited Release, the Tenants pays a tenant program fee in the form of an additional amount of monthly rent.

The Tenants may not assign the Rental Agreements or sublet the leased space without the prior written consent of the Master Tenant.

REGIONAL, LOCAL AREA AND MARKET ANALYSIS

The market information on the following pages is excerpted from the Appraisal Reports obtained by and addressed to SST II Acquisitions, LLC, a Delaware limited liability company and an affiliate of the Sponsor, each dated as of January 17, 2025 (each, an “**Appraisal**” and collectively, the “**Appraisals**”), prepared by Newmark Valuation & Advisory (the “**Appraiser**”), copies of which are available in the Investor Data Room. The Appraisals were compiled using data and information obtained from various third-party services. Appraisals, the data used to compile them, and the results that they predict are by definition somewhat subjective and may be subject to various interpretations. Based upon the foregoing, this information may not accurately reflect or predict all information relevant to the market area or the Properties. **Neither the Trusts nor the Sponsor have independently verified any of the data included in the Appraisals.** However, the Parent Trust has revised portions of the Appraisals included in this “REGIONAL, LOCAL AREA AND MARKET ANALYSIS” section to eliminate typographical errors, to eliminate duplicative language and to conform to the definitions contained in this Memorandum.

Self-Storage Market Analysis

Introduction. As outlined in the Appraisal Institute book “Self Storage Economics and Appraisal” (2012), self-storage provides relatively high returns in terms of cap and yield rates compared to other real estate. However, it has proven to be resistant to recession with lower declines and default ratios compared to other real estate. A relatively new industry, there are opportunities for consolidation resulting in portfolio accretion from management efficiencies. Wise operators understand the key to self-storage performance is in understanding market conditions in the local trade area.

Self-storage development began after World War II in the United States as an interim use or tool of land banking, pending feasible alternative development. Over the last 75 years, self-storage has become a \$38 billion industry, with more than 50,000 self-storage facilities existing in the United States. Self-storage is also an export industry, with hundreds of facilities developed in Europe over the last 10 years. More recently, Asian markets have begun developing self-storage facilities. While the business of simply storing “stuff” may seem odd, investors are clearly storing capital in self-storage real estate.

With the growth in the number of self-storage facilities and related advertising, Americans began to get used to the idea of self-storage. Lifestyle changes such as marriage, death, or moving to a new residence can also promote the use of self-storage facilities. Most people expect to use a self-storage unit for a short period of time. Units typically range in size from 25 square feet to 400 square feet. Residential users make up 75% of all those who use self-storage units. Once a unit is rented, the average stay for residential customers is 16 to 22 months.

Over 70% of self-storage facilities are owned privately (not publicly traded companies). Most facilities are owned by small, local owner-operators. However, consolidation in the industry is a current ongoing trend, as operation costs tend to be lower for regional, multifacility companies.

Sophistication of the Asset Class. Comparatively high returns have led to an increase in capital flow to real estate, both equity and debt (private and public). Moreover, the appeal of self-storage over other types of real estate investments is that costs tend to be lower and operating results demand a lower yield. For example, the breakeven occupancy rate for a self-storage facility is approximately 40% to 45%, as compared to 60% or more for apartments. Consequently, self-storage facilities tend to hold value better and recover faster than other assets when real estate markets sour. In addition, self-storage had the highest total annual returns over 10-, 15-, 20- and 25-year averages in an analysis of five different property sectors, according to NAREIT data: Self storage continues to offer steady returns, even as significant new supply comes to market.

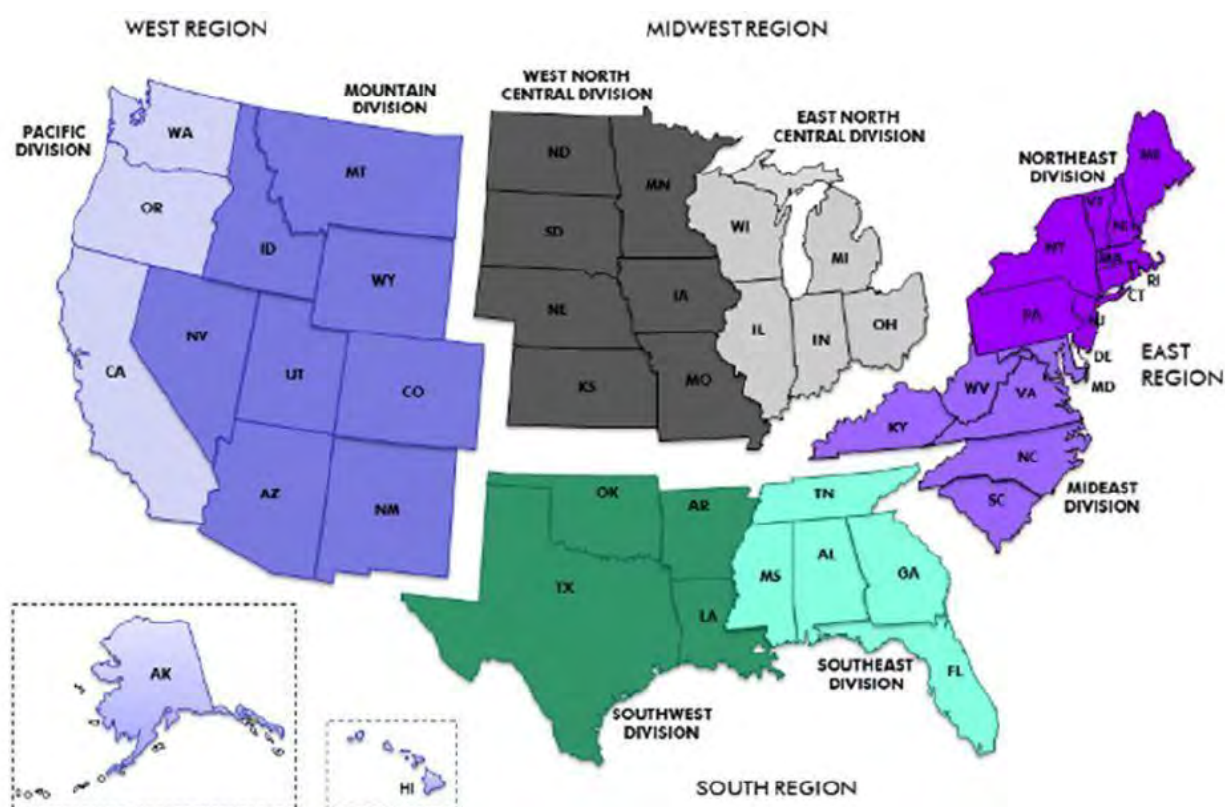
These characteristics were recognized by Wall Street REITs beginning in 1995. In the year 2002, REITs became eligible for Standard and Poor’s indexes, increasing investors’ exposure and lending credibility to the industry. Self-storage returns consistently lead the market, yet have the lowest default rate of all asset classes. Currently, both Public Storage and Extra Space are part of the S&P 500 index. These trends demonstrate that institutional investors are seeking self-storage properties as a viable alternative investment vehicle. Over the past decade (from 2013 through 2023) the average share price for the sector has increased from \$73.68 to \$170.56 (excluding NSA & LSI). This suggests market confidence in the sector.

Self-storage Market Conditions. Real estate economists are always wary of predicting the date or time of changing market conditions. However, self-storage has been resilient with stable property fundamentals. Increasing concerns over new supply currently and over the past three years has highlighted the importance of trade area analytics for the sector. The average price per rentable square foot in 2023 was \$140.38. This corresponds to an overall capitalization rate in 2023 of 6.11%, an increase of 67 basis points from 2022. However, cap rates have declined over 391 basis points since 2000.

Cash Flow Characteristics. Self-storage investment decisions are primarily made on cash flow. Self-storage effective gross incomes (actual income) have been rising significantly, primarily due to revenue enhancement models. Beginning in 2010, REITs began raising rental rates based on “Big Data” science resulting in algorithms that set rate increases while minimizing risk to occupancy. This process is often referred to as revenue enhancement or revenue management models. The results have been remarkable. As a result, the model is now adopted by most operators.

Utilizing REIS data, the trends of both occupancy and income growth for the sector are shown in the following graph for the US and by NCREIF region. In 2011, REIS partnered with the Self-Storage Association for industry data collection regarding income and expenses. REIS has grown considerably over the past seven years in the sector, including data collection on over 10,000 facilities with approximately one-third of the facilities reporting directly to REIS (balance comes from survey research). Therefore, it is considered a reliable data source.

The National Council of Real Estate Investment Fiduciaries was established to serve the institutional real estate investment community as a non-partisan collector, processor, validator and disseminator of real estate performance information. We utilize the NCREIF Regions as outlined below. Following map is a data table summarizing cash flow trends for industry nationally and by region, with a graph representing national trends.



Occupancy Trends										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
East Region	85.6%	87.1%	87.9%	87.6%	87.3%	87.7%	87.8%	88.0%	88.2%	88.3%
Midwest Division	84.8%	87.4%	88.3%	88.1%	87.3%	87.5%	87.6%	87.8%	88.0%	88.0%
Northeast Division	86.3%	86.8%	87.6%	87.1%	87.4%	87.9%	88.0%	88.2%	88.4%	88.5%
Midwest Region	84.2%	85.8%	86.8%	87.2%	87.1%	87.4%	87.6%	87.6%	87.8%	88.0%
East North Central Division	85.5%	87.5%	87.7%	87.9%	87.5%	87.9%	88.2%	88.4%	88.6%	88.6%
West North Central Division	82.8%	84.2%	85.8%	86.5%	86.6%	86.8%	87.0%	86.9%	87.1%	87.4%
South Region	84.3%	86.3%	87.9%	87.9%	87.6%	87.8%	87.9%	87.8%	88.0%	87.9%
Southeast Division	85.2%	87.0%	87.9%	87.8%	88.2%	88.5%	88.5%	88.5%	88.6%	88.7%
Southwest Division	83.2%	85.5%	87.9%	88.1%	87.0%	87.0%	87.0%	87.0%	87.2%	87.0%
West Region	86.9%	88.6%	88.7%	88.6%	88.6%	89.0%	89.3%	89.2%	89.4%	89.3%
Mountain Division	87.0%	88.8%	88.9%	88.5%	88.2%	88.4%	88.6%	88.4%	88.5%	88.4%
Pacific Division	86.9%	88.2%	88.5%	88.7%	89.5%	90.2%	90.6%	90.8%	91.1%	91.3%
National	85.3%	86.9%	87.8%	87.8%	87.6%	87.9%	88.1%	88.2%	88.3%	88.4%

Source: REIS, Compiled by Newmark

Asking Rents 10x10 Non-Climate Control Trends										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
East Region	\$122.79	\$132.76	\$134.55	\$133.50	\$134.02	\$136.46	\$138.92	\$141.46	\$143.97	\$146.81
Midwest Division	\$109.65	\$118.22	\$120.56	\$119.74	\$120.70	\$123.26	\$125.89	\$128.63	\$131.40	\$134.45
Northeast Division	\$134.05	\$145.22	\$146.53	\$145.29	\$145.45	\$147.77	\$150.09	\$152.46	\$154.74	\$157.41
Midwest Region	\$98.84	\$106.68	\$109.77	\$110.15	\$112.13	\$115.09	\$117.98	\$120.97	\$123.96	\$127.30
East North Central Division	\$93.10	\$99.91	\$101.64	\$101.49	\$102.66	\$105.02	\$107.35	\$109.77	\$112.17	\$114.79
West North Central Division	\$104.59	\$113.44	\$117.90	\$118.81	\$121.59	\$125.16	\$128.61	\$132.16	\$135.76	\$139.80
South Region	\$83.09	\$88.02	\$89.39	\$88.78	\$89.54	\$91.42	\$93.34	\$95.37	\$97.38	\$99.62
Southeast Division	\$83.73	\$90.18	\$91.97	\$91.21	\$91.71	\$93.32	\$94.95	\$96.66	\$98.33	\$100.25
Southwest Division	\$82.30	\$85.32	\$86.17	\$85.75	\$86.83	\$89.03	\$91.33	\$93.76	\$96.19	\$98.84
West Region	\$112.62	\$122.10	\$126.54	\$127.62	\$130.12	\$133.06	\$135.36	\$137.57	\$139.77	\$142.23
Mountain Division	\$102.38	\$111.91	\$116.12	\$116.91	\$119.02	\$121.54	\$123.45	\$125.23	\$127.00	\$128.99
Pacific Division	\$133.09	\$142.46	\$147.37	\$149.03	\$152.33	\$156.08	\$159.17	\$162.25	\$165.32	\$168.72
National	\$106.00	\$114.24	\$116.83	\$116.70	\$118.06	\$120.61	\$123.02	\$125.49	\$127.94	\$130.69

Source: REIS, Compiled by Newmark

Asking Rents 10x10 Climate Control Trends										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
East Region	\$148.64	\$162.68	\$163.73	\$162.28	\$162.85	\$165.90	\$169.13	\$172.68	\$176.17	\$179.92
Midwest Division	\$140.55	\$154.86	\$157.20	\$157.07	\$158.69	\$162.30	\$165.88	\$169.76	\$173.69	\$177.88
Northeast Division	\$155.58	\$169.39	\$169.32	\$166.75	\$166.43	\$168.99	\$171.91	\$175.18	\$178.30	\$181.67
Midwest Region	\$131.87	\$140.55	\$141.99	\$142.52	\$144.45	\$148.03	\$151.66	\$155.56	\$159.56	\$163.87
East North Central Division	\$131.26	\$142.27	\$144.61	\$145.35	\$147.45	\$151.06	\$154.49	\$158.11	\$161.86	\$165.79
West North Central Division	\$132.48	\$138.83	\$139.37	\$139.68	\$141.46	\$145.01	\$148.83	\$153.02	\$157.27	\$161.94
South Region	\$121.06	\$128.06	\$129.87	\$128.95	\$129.99	\$132.83	\$135.81	\$139.08	\$142.31	\$145.80
Southeast Division	\$118.61	\$127.26	\$129.51	\$127.90	\$128.39	\$130.69	\$133.13	\$135.82	\$138.47	\$141.28
Southwest Division	\$124.12	\$129.05	\$130.32	\$130.25	\$131.99	\$135.51	\$139.16	\$143.15	\$147.10	\$151.44
West Region	\$141.13	\$152.79	\$156.59	\$157.70	\$160.55	\$163.91	\$166.71	\$169.58	\$172.40	\$175.48
Mountain Division	\$132.82	\$145.76	\$149.14	\$149.18	\$151.27	\$154.01	\$156.38	\$158.83	\$161.22	\$163.85
Pacific Division	\$157.74	\$166.83	\$171.48	\$174.74	\$179.10	\$183.71	\$187.36	\$191.08	\$194.75	\$198.74
National	\$136.85	\$147.51	\$149.43	\$149.14	\$150.65	\$153.85	\$157.02	\$160.45	\$163.86	\$167.54

Source: REIS, Compiled by Newmark

New Construction. Nationwide, Newmark estimates that the following self-storage facilities have been built:

Year	Estimated New Construction
2017	960
2018	550
2019	500
2020	450
2021	400
2022	400
2023	450

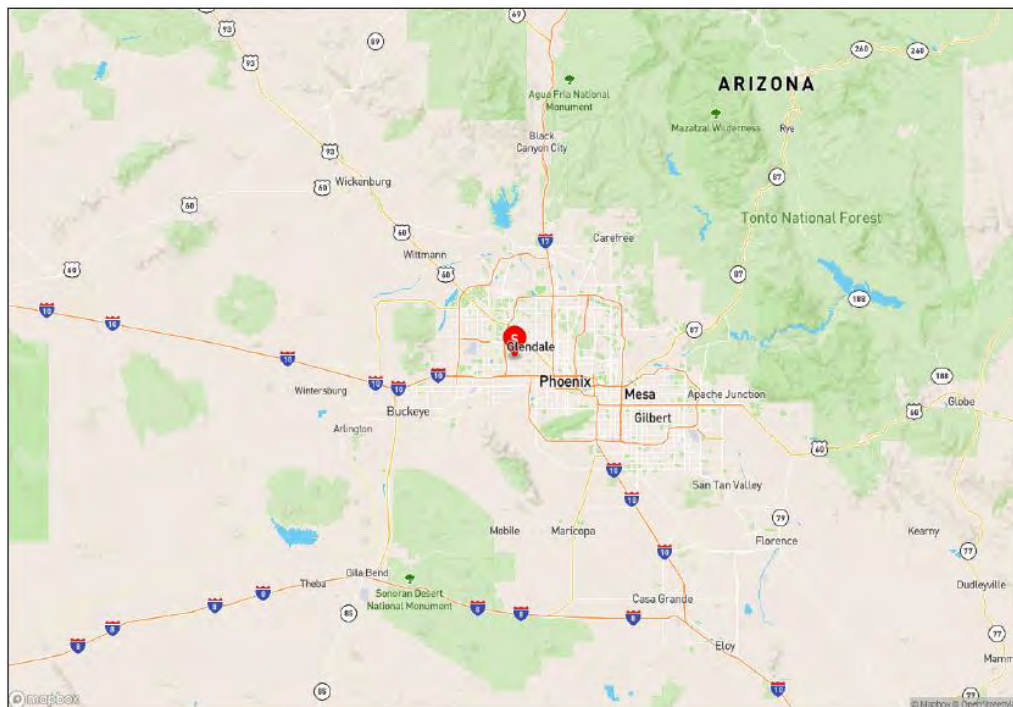
Newmark estimates that 500 facilities or less will be built in 2024. The lower construction numbers are due to high interest rates which reduces feasible development and supply chain challenges. Nevertheless, the market conditions in the local trade area are much more important than comparative metro data.

Phoenix Property

The Phoenix Property is a 711-unit self-storage facility with 82,435 rentable square feet located at 4860 N 83rd Avenue, Phoenix, Maricopa County, AZ 85033.

Regional Analysis

The Phoenix Property is located within Phoenix and Maricopa County, Arizona. It is part of the Phoenix-Mesa-Scottsdale metro area (the “**Phoenix MSA**”).



Moody’s Analytics’ Economy.com provides the following summary for the Phoenix MSA as of September, 2024.

Moody's Analytics Précis® Metro Indicators: Phoenix Metro												
2018	2019	2020	2021	2022	2023	INDICATORS	2024	2025	2026	2027	2028	2029
256.9	268.4	271.1	293.1	305.2	315.2	Gross metro product (C17\$ bil)	329.1	341.6	354.5	369.0	384.5	400.3
4.5	4.5	1.0	8.1	4.1	3.3	% change	4.4	3.8	3.8	4.1	4.2	4.1
2,109.2	2,180.3	2,122.6	2,220.3	2,335.5	2,405.2	Total employment (ths)	2,461.8	2,510.7	2,547.9	2,583.8	2,621.6	2,661.3
3.4	3.4	-2.6	4.6	5.2	3.0	% change	2.4	2.0	1.5	1.4	1.5	1.5
4.2	4.2	7.3	4.7	3.3	3.5	Unemployment rate (%)	3.4	3.8	3.8	3.6	3.4	3.2
6.7	7.6	10.8	10.3	5.4	6.4	Personal income growth (%)	5.3	5.8	5.6	5.6	5.7	5.8
64.6	67.8	71.5	76.5	82.9	87.7	Median household income (\$ ths)	91.7	94.9	98.2	101.5	104.9	108.3
4,769.1	4,824.3	4,875.2	4,948.4	5,020.9	5,070.1	Population (ths)	5,143.5	5,222.8	5,302.7	5,386.5	5,475.5	5,568.7
1.2	1.2	1.1	1.5	1.5	1.0	% change	1.4	1.5	1.5	1.6	1.7	1.7
36.5	35.1	38.2	68.2	63.5	35.9	Net migration (ths)	59.0	64.8	66.3	70.9	77.1	82.1
23,526	25,026	31,658	34,347	26,857	24,708	Single-family permits (#)	26,660	25,606	29,179	30,493	30,588	29,985
7,817	10,847	16,561	16,234	20,410	20,908	Multifamily permits (#)	11,748	6,898	7,869	8,702	8,964	8,980
8	6	9	23	23	1	FHFA house price index (% change)	5	-1	-1	-1	0	1

Source: Moody's Analytics Précis® US Metro

Monthly job growth has decelerated and now trails that of the Mountain West and the nation. Fortunately, the slowdown has been driven more by labor market tightness than by a pullback in employer demand. Leisure/hospitality and manufacturing have been among the laggards, while office-using industries have rallied. The jobless rate is near a 20-year low, even with stellar labor force growth. The strength of the labor market is also reflected in year-over-year growth in average hourly earnings, which has pulled well ahead of the national pace. House prices are softening, with persistent monthly declines in 2024. This has weighed on homebuilding permits and construction employment.

The following table illustrates key economic indicators and a comparison of the Phoenix MSA to the regional grouping as a whole. Phoenix is projected to outperform the national regional metros in six of eight performance categories shown over the next five years.

Comparison of Key Economic Indicators - Phoenix Metro Metro to National Region										
Indicator	Phoenix Metro			Annual Growth		National			Annual Growth	
	2019	2024	2029	2019 - 2024	2024 - 2029	2019	2024	2029	2019 - 2024	2024 - 2029
Gross metro product (C17\$ bil)	268.4	329.1	400.3	4.2%	4.0%	20,692	22,896	25,388	2.0%	2.1%
Total employment (ths)	2,180.3	2,461.8	2,661.3	2.5%	1.6%	150,906	158,612	161,729	1.0%	0.4%
Unemployment rate (%)	4.2%	3.4%	3.2%			3.7%	4.0%	4.0%		
Personal income growth (%)	7.6%	5.3%	5.8%			4.7%	4.7%	4.6%		
Population (ths)	4,824.3	5,143.5	5,568.7	1.3%	1.6%	330,487	336,438	342,546	0.4%	0.4%
Single-family permits (#)	25,026	26,660	29,985	1.3%	2.4%	888,667	1,035,880	1,124,838	3.1%	1.7%
Multifamily permits (#)	10,847	11,748	8,980	1.6%	-5.2%	402,833	345,083	370,405	-3.0%	1.4%
FHFA house price index (% change)	6.5	4.6	0.6	-6.7%	-33.4%	N/A	N/A	N/A	N/A	N/A
Phoenix Metro outperforming National Region Metros										
Phoenix Metro underperforming National Region Metros										

Source: Moody's Analytics Précis® US Metro; Compiled by Newmark

Employment. Employment data by occupation and business/industry sectors provides an indication of the amount of diversification and stability in the local economy. Job sector composition also gives an indication of the predominant drivers of current and future demand for supporting commercial real estate sectors. The following tables display employment data by occupation sector and by business/industry sector for the area and region.

Current Employment by Occupation Sector										
Occupation Sector	85379		Surprise City		Maricopa County		Phoenix-Mesa-Chandler, AZ MSA		Arizona	
Administrative Support	3,316	12.9%	9,251	12.6%	283,305	11.9%	306,221	12.0%	419,834	11.8%
Management/Business/Financial	5,091	19.8%	14,963	20.3%	486,336	20.5%	518,142	20.3%	670,787	18.9%
Professional	5,877	22.9%	16,131	21.9%	557,150	23.5%	590,080	23.1%	825,739	23.3%
Sales and Sales Related	2,737	10.6%	8,870	12.0%	227,571	9.6%	243,927	9.6%	331,087	9.3%
Construction/Extraction	872	3.4%	2,598	3.5%	119,668	5.0%	130,657	5.1%	187,488	5.3%
Farming/Fishing/Forestry	38	0.1%	117	0.2%	4,640	0.2%	6,145	0.2%	12,714	0.4%
Installation/Maintenance/Repair	830	3.2%	2,267	3.1%	65,671	2.8%	73,246	2.9%	104,922	3.0%
Production	884	3.4%	2,497	3.4%	78,750	3.3%	86,405	3.4%	118,599	3.3%
Transportation/Material Moving	1,986	7.7%	5,649	7.7%	170,513	7.2%	186,025	7.3%	257,696	7.3%
Total Employees (16+ Occupation Base)	25,718	100.0%	73,628	100.0%	2,371,144	100.0%	2,553,824	100.0%	3,547,525	100.0%
Source: ESRI; Compiled by Newmark										

Current Employment by Industry Sector										
Industry Sector	85379		Surprise City		Maricopa County		Phoenix-Mesa-Chandler, AZ MSA		Arizona	
Agriculture/Mining	118	0.5%	297	0.4%	13,261	0.6%	18,103	0.7%	43,170	1.2%
Construction	1,696	6.6%	5,202	7.1%	184,905	7.8%	199,820	7.8%	273,823	7.7%
Manufacturing	1,527	5.9%	5,152	7.0%	186,855	7.9%	203,668	8.0%	267,100	7.5%
Wholesale Trade	274	1.1%	1,005	1.4%	43,218	1.8%	45,926	1.8%	60,333	1.7%
Retail Trade	3,317	12.9%	10,520	14.3%	275,077	11.6%	297,976	11.7%	411,893	11.6%
Transportation/Utilities	1,579	6.1%	4,582	6.2%	150,821	6.4%	162,562	6.4%	216,789	6.1%
Information	445	1.7%	964	1.3%	34,599	1.5%	36,860	1.4%	47,862	1.3%
Finance/Insurance/Real Estate	3,210	12.5%	7,976	10.8%	248,108	10.5%	260,410	10.2%	310,147	8.7%
Services	11,910	46.3%	33,551	45.6%	1,138,871	48.0%	1,220,289	47.8%	1,733,678	48.9%
Public Administration	1,642	6.4%	4,379	5.9%	95,429	4.0%	108,210	4.2%	182,730	5.2%
Total Employees (16+ Occupation Base)	25,718	100.0%	73,628	100.0%	2,371,144	100.0%	2,553,824	100.0%	3,547,525	100.0%
Source: ESRI; Compiled by Newmark										

Comparing the industry sectors for the local market area (3-mile radius) to the Phoenix MSA indicates the local market area is somewhat more heavily weighted toward the Retail Trade, Public Administration, and Transportation/Utilities sectors. By contrast, the industry employment totals for Phoenix MSA indicate somewhat higher proportions within the Manufacturing, Wholesale Trade, Finance/Insurance/Real Estate, Services, Construction, Agriculture/Mining, and Information sectors.

The following table lists the major employers in the Phoenix MSA.

Selected Major Employers: Phoenix Metro		
Rank	Employer	Employees
1	Banner Health: North Colorado Medical Center	54,653
2	Wells Fargo Bank N.A.	16,700
3	Avnet	15,800
4	Arizona State University	14,889
5	HonorHealth	14,801
6	Bank of America	10,000
7	JP Morgan Chase & Co.	10,000
8	Freeport-McMoRan Copper & Gold Inc.	9,300
9	American Express	7,795
10	Honeywell Aerospace	7,792
11	Phoenix Children's Hospital	7,435
12	Arizona Public Service Co.	6,045
13	Shamrock Foods Co.	5,969
14	Grand Canyon Education	5,871
15	Cigna	4,744
16	Empire Southwest LLC	4,570
17	Boeing Co.	4,336
18	Sonora Quest Laboratories/Laboratory Science	3,953
19	Western Alliance Bank	3,333
20	Blue Cross Blue Shield of Arizona	3,310

Source: Moody's Analytics Precis@ US Metro

Analysis. Moody's provides additional analysis as follows:

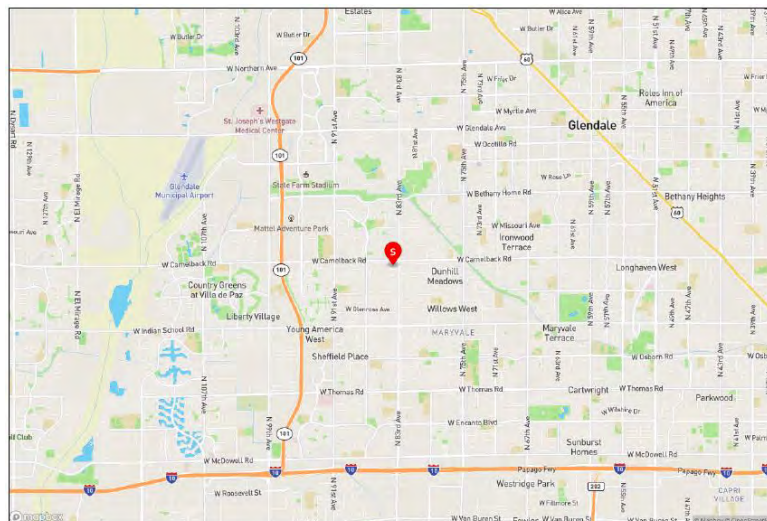
Financial. Phoenix's key financial services industry will build on recent gains and drive growth for the broader economy in the year ahead. Not only is Phoenix home to the corporate offices of several large financial firms, but it also rates highly for real estate sales and leasing services. This has made Phoenix 50% more reliant on financial services than the U.S., with a corresponding outsize wage share. Financial services are finally showing signs of life after struggling in recent years because of elevated interest rates and an inverted yield curve, which stifles lending. This momentum will hold through 2025, driven by monetary easing.

Tech Rebound. The outlook is similarly optimistic for Phoenix's rapidly expanding tech cluster. Semiconductor chip manufacturing has long been present, but the passage of the federal CHIPS Act and a broader trend toward reshoring have positioned Phoenix as an emerging hub. Intel's campus expansions and Taiwan Semiconductor Manufacturing Company's arrival will bring five new facilities by the end of the decade, with three set to be operational by 2026. In addition to semiconductors, Phoenix is also becoming a target for biotech and data center infrastructure. Regarding biotech, job growth in this segment has surged well beyond the national rate in recent years, a trend that is set to continue as more investments such as the Mayo Clinic's Discovery Oasis are added. Data centers will drive further capital investment, leveraging Phoenix's competitive advantages. Ample land, relatively low energy costs, and a reliable power grid have positioned the metro area as the second-largest destination in the country for this sector.

Demographics. Strong demographics will support the outperformance of population-driven industries such as healthcare, retail and leisure/hospitality. Population growth slowed in 2023 because of weakened in-migration. Fortunately, monthly Equifax data show the trend is reversing; net migration in the first half of 2024 has increased significantly compared with the same period last year. This will help drive Phoenix's population growth to place in the top decile of U.S. metro areas in 2024.

Conclusion. The Phoenix MSA's economy is poised to outpace the U.S. and Mountain West over the next year, driven by its strength in finance and tech. Longer term, a favorable business atmosphere and strong demographics will make Phoenix an outperformer.

Local Area Analysis



Boundaries: The Phoenix Property is located in the city of Phoenix. The area is generally delineated by the following boundaries:

North: US Highway 60/Grand Avenue
South: Interstate 10)

East: Interstate 17
West: State Route 101

Access. Primary access to the area is provided via US Highway 60 (“US 60”) is an east–west United States Highway within Arizona. The highway runs for 369 miles (594 km) from a junction with Interstate 10 near Quartzsite to the New Mexico State Line near Springerville. As it crosses the state, US 60 overlaps at various points: I-17, I-10, SR 77, SR 260, US 191, and US 180. Between Wickenburg and Phoenix, the route is known as Grand Avenue (or the Phoenix–Wickenburg Highway). From Tempe to Apache Junction, it is known as the Superstition Freeway.

Arizona State Route 101 or Loop 101 is a beltway looping around three-quarters of the Phoenix Metropolitan Area in central Arizona. It connects several suburbs of Phoenix, including Tolleson, Glendale, Peoria, Scottsdale, Mesa, Tempe, and Chandler. Construction began in the late-1980s and was completed in 2001.

More localized access is provided by West Fleetwood Lane, W Ocotillo Road and W Krall Street in an easterly/westerly direction, while North 73rd Avenue and North 75th Avenue provides localized access in a northerly/southerly direction. Overall, transportation is considered good in the area and surrounding neighborhood.

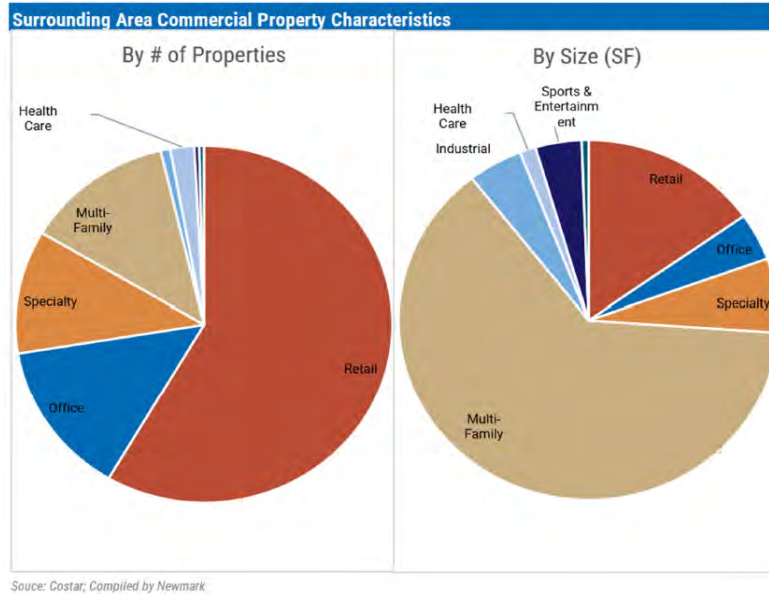
Residential. Neighborhood residential development is dominated by single-family housing ranging from small, tract lots to acre plus custom home lot subdivisions. A significant portion of the neighborhood inventory of housing is represented older, low density, single-family residences. Homes in this area are typically single level ranch style tract homes built in the 1960s through the 1990s. Residences in this area are usually between 1,100 and 2,000 square feet.

Retail. Retail development is relatively limited in this area. Neighborhood retail centers can be found along major intersections throughout the surrounding area. These retail centers are typically between 50,000 and 100,000 square feet of building area.

US 60 - Grande Avenue. The area along US 60 - Grande Avenue receives significant demand for industrial space due to easy freeway access to and from Phoenix as well as US 60 being a major east/west cross county freeway traveling over 2,500 miles east to Virginia. Many of the industrial buildings in this neighborhood consist of warehouse and distribution center uses and experience low vacancy rates. Primarily due to the prevalence of older, outdated stock, Grand Avenue’s average rent is about 20% below the metro index. Tight vacancies have stimulated healthy annual rent growth, which has trended near the Phoenix average in the past several quarters. Elevated investment activity has been fueled by trades for smaller assets under 50,000 square feet and valued below \$1 million, but several larger trades have also taken place. US 60 runs east/west approximately 370 miles in Arizona from Quartzsite to New Mexico near Springville, AZ. Between Wickenburg and Phoenix, the route is known as Grand Avenue or the Phoenix–Wickenburg Highway. From Tempe to Apache Junction, it is known as the Superstition Freeway. US 60 is now the only U.S. Route to serve Phoenix. US 60 has been in operation since 1931. US 60 intersects the Loop 303, 202, 101, Interstate 10 and 17 in the Phoenix metro area. Freight trains also travel along Grand Avenue into downtown Phoenix. This section of rail has been in operation since 1888.

Grand Canyon University. Grand Canyon University (“GCU”) is located just outside the neighborhood boundaries at the northeast corner of the Camelback Road and 35th Avenue intersection and was established in 1949. GCU is a private Christian university with over 20,000 students on campus. The campus is approximately 100 acres in size and is located east of the Property.

The following table shows the major property types in the surrounding one-mile radius around the Phoenix Property.



Demographics. Understanding the demographics of a region helps to determine the underlying fundamentals of real estate supply and demand. For self-storage, the trade area is most important. The following table summarizes population, household and median income trends within one-, three-, and five-mile radii of the Phoenix Property, as well as comparative figures for the Phoenix Property's zip code, the city, county, the Phoenix MSA and the state:

Demographic Analysis								
	1-Mile Radius	3-Miles Radius	5-Miles Radius	85033	Phoenix City	Maricopa County	Phoenix-Mesa-Chandler, AZ MSA	Arizona
Population								
2010 Total Population	20,131	150,744	337,930	51,302	1,447,723	3,817,117	4,192,887	6,391,984
2024 Total Population	23,276	182,112	392,060	54,949	1,666,983	4,674,502	5,149,752	7,517,580
2029 Total Population	23,914	191,070	415,588	54,249	1,720,875	4,877,522	5,399,639	7,801,501
Projected Annual Growth %	0.5%	1.0%	1.2%	-0.3%	0.6%	0.9%	1.0%	0.7%
Households								
2010 Total Households	5,398	42,065	99,984	12,961	515,400	1,411,583	1,537,173	2,380,981
2024 Total Households	6,470	53,284	120,985	14,658	611,631	1,755,349	1,922,675	2,880,743
2029 Total Households	6,756	57,695	131,493	14,719	644,867	1,860,731	2,048,005	3,043,050
Projected Annual Growth %	0.9%	1.6%	1.7%	0.1%	1.1%	1.2%	1.3%	1.1%
Income								
2024 Median Household Income	\$73,824	\$73,303	\$65,543	\$61,459	\$79,694	\$88,096	\$87,166	\$79,653
2024 Average Household Income	\$88,539	\$91,153	\$84,042	\$80,177	\$110,970	\$120,381	\$118,826	\$109,285
2024 Per Capita Income	\$24,531	\$26,743	\$25,894	\$21,388	\$40,803	\$45,269	\$44,441	\$41,971
Housing								
2024 Owner Occupied Housing Units	70.9%	53.9%	52.5%	57.6%	54.3%	60.5%	61.5%	61.1%
2024 Renter Occupied Housing Units	27.0%	40.5%	41.7%	39.4%	38.7%	30.8%	29.3%	27.5%
2024 Median Home Value	\$392,123	\$345,972	\$335,160	\$280,270	\$452,215	\$475,421	\$462,805	\$417,273
Median Year Structure Built	1982	1986	1984	1975	1984	1991	1993	1991
Miscellaneous Data Items								
2024 Bachelor's Degree	6.7%	9.7%	9.8%	5.7%	21.3%	24.1%	23.3%	21.6%
2024 Grad/Professional Degree	3.9%	4.3%	4.6%	1.7%	12.4%	13.6%	13.0%	12.7%
2024 College Graduate %	10.6%	14.0%	14.5%	7.4%	33.6%	37.6%	36.3%	34.3%
2024 Average Household Size	3.59	3.41	3.23	3.75	2.68	2.62	2.63	2.56
2024 Median Age	32.0	30.8	31.5	29.0	35.4	37.9	38.2	39.6

Source: ESRI; Compiled by Newmark

Conclusion. The Phoenix Property's neighborhood is likely to grow over the long run. The Phoenix Property has good accessibility via the regional Interstate network and local arterial that provide linkages throughout the region. In addition, the Phoenix Property has average visibility and average access.

Market Analysis

Supply. The following is based on REIS PAC-COMM, Radius and primary survey research. Rentable area, unit count and occupancy were estimated in some instances where it was not readily available. The following tables summarize the local market inventory of self-storage in the Phoenix MSA and within a three mile radius of the Phoenix Property (the Phoenix Property is identified below as "Subject").

Local Market Inventory						
Property Name & Address	Distance from Subject (Miles)	Year Built	No. Units	Rentable SF	Physical Occupancy	
Prime Storage, 9220 W Indian School Rd, Phoenix, AZ	1.43	2007	569	86,750	87.00%	
Store More!, 1815 N 91st Ave, Phoenix, AZ	2.95	2003	964	106,331	92.00%	
Storage King - Indian School, 7111 W Indian School Rd, Phoenix, AZ	1.82	1984	715	70,605	97.00%	
US Storage Centers - Encanto, 8225 W Encanto Blvd, Phoenix, AZ	2.47	2008	371	40,356	96.00%	
Thomas & 83rd Self Storage, 2924 N 83rd Ave	1.84	2008	1,069	136,180	98.83%	
Arizona Self Storage, 8033 Glendale Ave	2.08	1950	529	32,800	98.00%	
5728 N. 67th Ave., 5728 67th Ave	2.27	1985	407	45,778	95.00%	
Public Storage, 6208 North 67th Avenue	2.41	1975	525	74,256	82.10%	
Storage King USA, 8225 W Encanto Blvd	2.47	2008	371	40,356	96.51%	
Public Storage, 6015 North 67th Avenue	2.48	1990	557	61,341	92.46%	
StorAmerica 83rd, 8315 W Palm Ln	2.69	2023	682	78,456	47.00%	
Storquest Self Storage, 10622 W Indian School Rd	3.00	1980	404	43,363	88.13%	
Subject		2007	711	82,435	89.41%	

Self Storage Supply						
	Total Units	Total SF Available	Avg. Unit Size (SF)	Avg. Year Built	Average Occupancy	Total SF Occupied
3-Miles Radius	7,874	899,007	114	1994	88.6%	796,163

Compiled by Newmark

Demand. Self-storage demand is measured in terms of square feet per capita. As a test of reasonableness, demand is estimated for the Phoenix Property based on a simple econometric model developed by the Newmark Self Storage Group for self-storage properties. There are four characteristics key to demand: population, percentage of renters, household size and household income. The demand forecast for the Phoenix Property is summarized in the table below.

Demand Forecast									
	Total Population	% Renters	Household Size (Avg.)	Average Household Income	Existing Supply (SF)	Existing Supply (SF) / Capita	Calculated Demand (SF) / Capita	Demand - Supply (SF) / Capita	Total Unsatisfied Demand (SF)
3-Miles Radius	182,112	40.5%	3.41	\$91,153	899,007	4.94	6.12	1.19	216,344

Compiled by Newmark

Market Equilibrium. The following table shows the total supply (existing supply plus new construction), less occupied square feet in the trade area which results in the available supply, in rentable square feet. Based on the analysis of the trade area we have forecast a trade area vacancy which is the amount of rentable square feet that will remain vacant. The result is the remaining rentable square feet available in the trade area shown as a negative in the table. Adding this to the remaining supply results in the trade area demand, which in this case is a negative, indicating that the trade area is over-supplied.

Self Storage Market Equilibrium	
	Radius
Trade Area	3-Miles Radius
Existing Supply	899,007
New Construction	0
Total Supply	899,007
Less: Occupied Square Feet	-796,163
Available Supply	102,844
Less: Market Vacancy (10%)	-89,901
Subtotal (Remaining Supply)	-12,943
Unsatisfied Demand	216,344
Demand Less Remaining Supply	203,401
Equilibrium Forecast	Under-Supplied

Compiled by Newmark

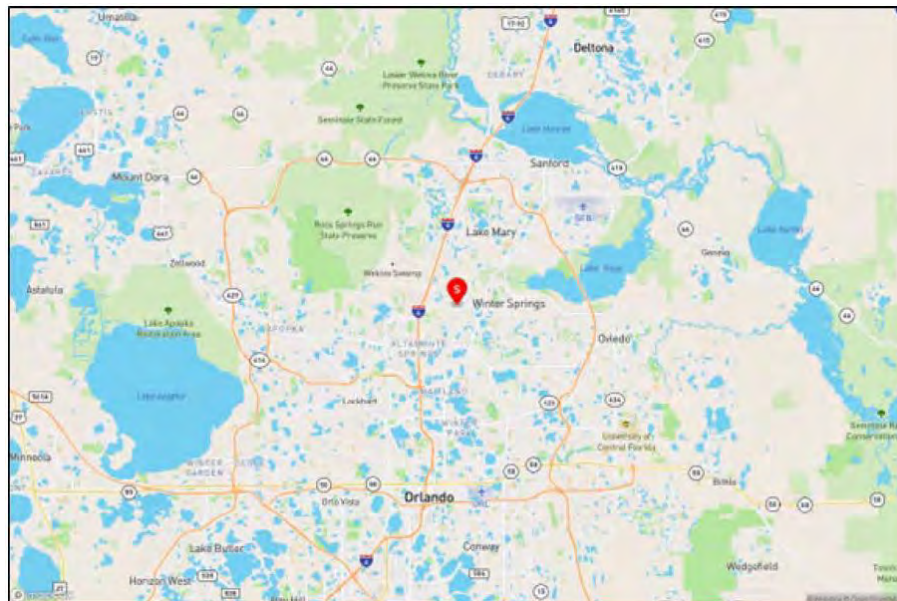
Conclusion. Quantitatively the market demonstrates under-supplied conditions and the qualitatively demonstrates under-supplied conditions. Therefore, we have concluded the trade area to be under-supplied.

Longwood Property

The Longwood Property is a 542-unit self-storage facility, with 65,740 rentable square feet located at 460 Florida Central Parkway, Longwood, Seminole County, FL 32750.

Regional Analysis

The Longwood Property is located within Longwood in Seminole County, Florida. It is part of Orlando-Kissimmee-Sanford metro area (the “Orlando MSA”).



Moody’s Analytics Economy.com provides the following economic summary for the Orlando MSA as of August 2024.

Moody's Analytics Précis® Metro Indicators: Orlando MSA												
2018	2019	2020	2021	2022	2023	INDICATORS	2024	2025	2026	2027	2028	2029
150.6	156.1	149.1	166.3	178.8	188.3	Gross metro product (C17\$ bil)	196.2	202.3	208.7	216.0	224.0	232.2
4.5	3.6	-4.5	11.6	7.5	5.3	% change	4.2	3.1	3.2	3.5	3.7	3.7
1,298.0	1,335.2	1,219.0	1,289.3	1,404.2	1,460.8	Total employment (ths)	1,488.9	1,517.4	1,538.3	1,556.6	1,575.8	1,596.2
3.6	2.9	-8.7	5.8	8.9	4.0	% change	1.9	1.9	1.4	1.2	1.2	1.3
3.4	3.1	10.8	5.1	3.0	2.9	Unemployment rate (%)	3.5	3.9	3.9	3.8	3.7	3.6
6.5	6.0	7.2	12.3	3.9	7.2	Personal income growth (%)	5.6	5.8	5.5	5.4	5.6	5.6
58.5	62.5	64.8	68.0	71.9	75.5	Median household income (\$ ths)	78.6	81.3	84.0	86.9	89.8	92.7
2,622.5	2,660.2	2,680.5	2,699.0	2,763.0	2,817.9	Population (ths)	2,864.9	2,906.7	2,949.0	2,993.9	3,041.7	3,091.6
2.3	1.4	0.8	0.7	2.4	2.0	% change	1.7	1.5	1.5	1.5	1.6	1.6
49.6	27.8	12.4	14.6	58.0	46.8	Net migration (ths)	40.1	36.0	37.0	40.0	43.5	45.9
16,455	14,995	15,343	17,795	16,213	17,049	Single-family permits (#)	17,274	22,533	24,629	24,838	23,919	23,007
12,427	9,475	9,156	12,823	12,470	8,366	Multifamily permits (#)	9,293	9,136	9,641	10,191	10,624	10,598

Source: Moody's Analytics Précis@ US Metro

The Orlando MSA's economy is moderating amid high interest rates. Nonfarm employment gains have settled into a lower gear over the last six months, cutting the metro area's lead over the regional average. Industry performance is mixed, with losses in the large leisure/hospitality industry holding back stronger top-line gains. Rapid labor force growth has tapered off, but the unemployment rate remains steady near its pre-pandemic low. The housing market is cooling, and prices have been flat over the last three months.

The following table illustrates key economic indicators and a comparison of the Orlando MSA to the regional grouping as a whole. Dallas is projected to outperform the national regional metros in seven of eight performance categories over the next five years.

Comparison of Key Economic Indicators - Orlando MSA Metro to National Region										
Indicator	Orlando MSA			Annual Growth		National			Annual Growth	
	2017	2022	2027	2017 - 2022	2022 - 2027	2017	2022	2027	2017 - 2022	2022 - 2027
Gross metro product (C17\$ bil)	150.6	188.3	224.0	4.6%	3.5%	18,077	19,965	22,356	2.0%	2.3%
Total employment (ths)	1,298.0	1,460.8	1,575.8	2.4%	1.5%	146,606	152,045	157,507	0.7%	0.7%
Unemployment rate (%)	3.4%	2.9%	3.7%			4.4%	3.7%	4.1%		
Personal income growth (%)	6.5%	7.2%	5.6%			4.6%	2.3%	4.6%		
Population (ths)	2,622.5	2,817.9	3,041.7	1.4%	1.5%	325,122	332,391	339,637	0.4%	0.4%
Single-family permits (#)	16,455	17,049	23,919	0.7%	7.0%	848,500	1,019,048	1,319,656	3.7%	5.3%
Multifamily permits (#)	12,427	8,366	10,624	-7.6%	4.9%	356,167	547,574	448,038	9.0%	-3.9%
Orlando MSA outperforming National Region Metros										
Orlando MSA underperforming National Region Metros										

Source: Moody's Analytics Précis@ US Metro; Compiled by Newmark

Employment. Employment data by occupation and business/industry sectors provides an indication of the amount of diversification and stability in the local economy. Job sector composition also gives an indication of the predominant drivers of current and future demand for supporting commercial real estate sectors. The following tables display employment data by occupation sector and by business/industry sector for the area and region.

Current Employment by Occupation Sector										
Occupation Sector	32750		Longwood City		Seminole County		Orlando-Kissimmee-Sanford, FL MSA		Florida	
Administrative Support	1,672	10.9%	1,062	10.9%	32,175	11.6%	172,783	11.3%	1,201,013	10.9%
Management/Business/Financial	3,594	23.4%	2,079	21.3%	64,005	23.1%	293,325	19.2%	2,054,374	18.7%
Professional	2,763	18.0%	1,351	13.8%	74,543	26.9%	352,408	23.1%	2,474,391	22.5%
Sales and Sales Related	1,635	10.7%	1,109	11.4%	27,758	10.0%	158,356	10.4%	1,145,810	10.4%
Construction/Extraction	875	5.7%	666	6.8%	10,384	3.7%	76,039	5.0%	596,608	5.4%
Farming/Fishing/Forestry	#VALUE!		#VALUE!		179	0.1%	3,755	0.2%	46,513	0.4%
Installation/Maintenance/Repair	607	4.0%	381	3.9%	6,617	2.4%	37,049	2.4%	322,679	2.9%
Production	600	3.9%	473	4.8%	6,348	2.3%	42,265	2.8%	339,177	3.1%
Transportation/Material Moving	1,641	10.7%	1,251	12.8%	15,521	5.6%	119,466	7.8%	806,000	7.3%
Total Employees (16+ Occupation Base)	15,327	100.0%	9,762	100.0%	276,918	100.0%	1,526,668	100.0%	10,983,865	100.0%

Source: ESRI; Compiled by Newmark

Current Employment by Industry Sector										
Industry Sector	32750		Longwood City		Seminole County		Orlando-Kissimmee-Sanford, FL MSA		Florida	
Agriculture/Mining	34	0.2%	22	0.2%	596	0.2%	7,412	0.5%	85,601	0.8%
Construction	1,588	10.4%	1,043	10.7%	19,756	7.1%	114,748	7.5%	889,257	8.1%
Manufacturing	836	5.5%	585	6.0%	13,930	5.0%	70,676	4.6%	575,038	5.2%
Wholesale Trade	383	2.5%	260	2.7%	6,402	2.3%	30,606	2.0%	226,770	2.1%
Retail Trade	1,784	11.6%	1,155	11.8%	27,118	9.8%	172,590	11.3%	1,281,715	11.7%
Transportation/Utilities	1,371	8.9%	1,003	10.3%	14,893	5.4%	99,232	6.5%	690,583	6.3%
Information	348	2.3%	248	2.5%	7,316	2.6%	29,218	1.9%	177,918	1.6%
Finance/Insurance/Real Estate	1,583	10.3%	968	9.9%	25,797	9.3%	112,461	7.4%	897,649	8.2%
Services	6,948	45.3%	4,197	43.0%	151,490	54.7%	837,057	54.8%	5,680,588	51.7%
Public Administration	452	2.9%	281	2.9%	9,620	3.5%	52,668	3.4%	478,746	4.4%
Total Employees (16+ Occupation Base)	15,327	100.0%	9,762	100.0%	276,918	100.0%	1,526,668	100.0%	10,983,865	100.0%

Source: ESRI; Compiled by Newmark

Comparing the industry sectors for the local market area (3-mile radius) to the Orlando MSA indicates the local market area is somewhat more heavily weighted toward the Finance/Insurance/Real Estate, Construction, Manufacturing, Information, Wholesale Trade and Agriculture sectors. By contrast, the industry employment totals for the Orlando MSA indicate somewhat higher proportions within the Services, Public Administration, Retail Trade, and Agriculture/Mining sectors.

The following table lists the major employers in the Orlando MSA.

Selected Major Employers: Orlando MSA		
Rank	Employer	Employees
1	Walt Disney World Resort	58,478
2	Advent Health	37,000
3	Universal Studios Florida at Universal Orlando R	21,143
4	Orlando Health	19,657
5	Orlando International Airport	15,783
6	Publix	15,511
7	University of Central Florida	12,354
8	Lockheed Martin	10,000
9	Siemens	5,541
10	Westgate Resorts	4,975
11	SeaWorld Parks & Entertainment	4,472
12	Valencia College	4,226
13	Marriott Vacations Worldwide	4,210
14	Hilton Grand Vacations Club	3,444
15	The Ritz-Carlton Orlando, Grande Lakes	3,838
16	Southwest Airlines	3,000
17	U.S. Army, Navy, Air Force, Marine Corps Comm	2,942
18	UF Health Leeburg Hospital	2,870
19	YMCA of Central Florida	2,717
20	JetBlue Airways	2,661

Source: Moody's Analytics Precise@ US Metro

Analysis. Moody's provides additional analysis as follows:

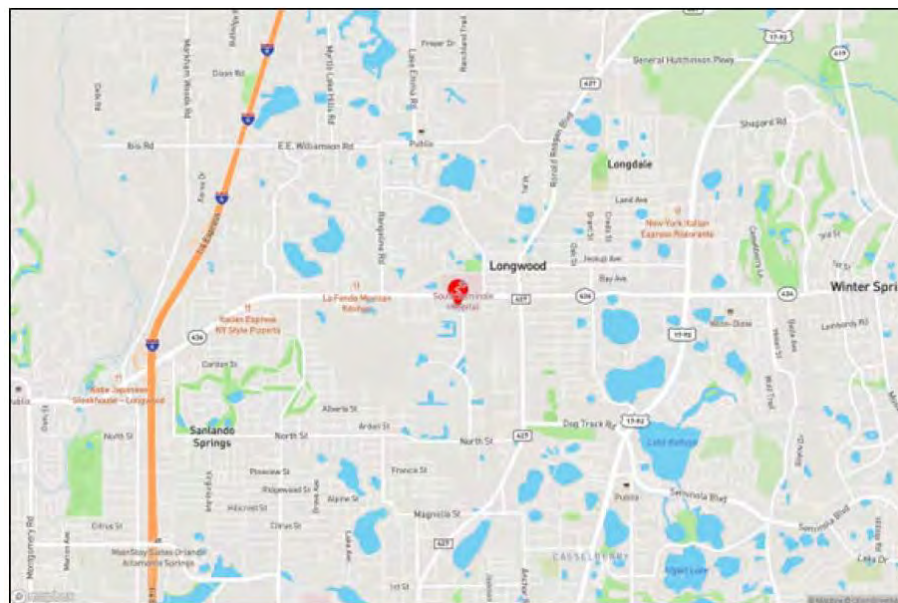
Vacations. Tourism-dependent industries will be a source of strength over the next year, but the pace of job additions will be slow. Visitor arrivals are moderating as consumers burn through the excess savings amassed during the COVID-19 pandemic and pent-up demand for travel wanes. Passenger traffic at Orlando International Airport is down from a year earlier, and visitation to Disney World is moderating. Nevertheless, the outlook for tourism is bright. The headwind to vacation spending from inflation and high interest rates will abate, and according to the Conference Board, the number of Americans planning to take a vacation in the next six months is in line with its pre-pandemic average. However, a shortage of workers will prevent more robust job gains. Payrolls have recouped their losses from the pandemic, so further expansion hinges on the sector's ability to expand capacity and recruit new workers. Looking beyond the near term, the Orlando MSA will be a leading tourism destination for years to come, and new investment at top theme parks will only further the area's appeal to visitors. Disney is planning to invest \$8 billion in expanding its theme parks in the Orlando MSA over the next decade.

Construction. New residential construction will remain robust in the coming year despite extremely low housing affordability and still-high mortgage rates. Homebuilding is among the most rate-sensitive segments of the economy, and while interest rates have risen to a two-decade high, the sector has been largely unscathed. One reason for the overperformance is that builders are still working through a backlog of units under construction. Further, with a lean inventory of existing homes for sale, many buyers have shifted their search to the new-home market and builders are responding by increasing construction. The increase in new construction will sustain homebuilder payrolls despite the broader housing market slowdown.

Technology. The defense-oriented tilt of the Orlando MSA's tech industry has provided stability amid broader weakness over the past year and will help insulate the industry from a more protracted slowdown. Central Florida Research Park, one of the nation's largest research parks, houses numerous defense and technology companies, including major players such as Lockheed Martin and the Naval Air Warfare Center Training Systems Division. The sector's ties to national security and government contracts help protect companies from changes in interest rates, which have hurt information employment elsewhere. All told, the sector will outperform the national average in the coming year, which is good news since these jobs are among the highest paying in the metro area.

Conclusion. The Orlando MSA's economy will moderate in the coming quarters but remain an outperformer. Tourism-dependent industries will benefit as macroeconomic headwinds abate, supporting modest growth. Longer term, strong population growth will support one of the strongest outlooks of any metro area in the country.

Local Area Analysis



Boundaries. The Longwood Property is located in in the City of Longwood in Orange County, FL, which is generally delineated as follows:

North: Longwood Hills Road
South: E. Altamonte Drive
East: U.S. Highway 17
West: Interstate 4

Surrounding Area of Influence Trends. The Longwood Property’s surrounding area is suburban. The immediate area around the Longwood Property can be described as a mix of residential, commercial and industrial uses.

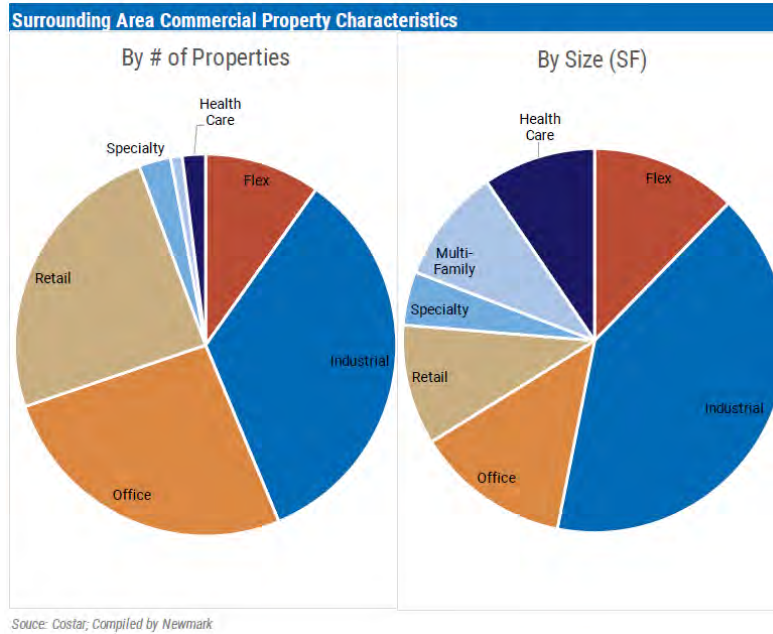
New Developments. Below is the list of some of the new development within a 3-mile radius of the Longwood Property over the last few years.

- A 38,000 retail center was constructed in 2024.
- The Addison, a 277-unit apartment complex, was constructed in 2023.
- A 19,600 square foot warehouse was constructed in 2023.
- The CenterPointe, a 401-unit apartment complex, is under construction.
- Ashton at Uptown, a 261-unit apartment complex, is under construction.
- An 11,000 square foot office building was constructed in 2023.
- Monterey-Live, a 52-unit apartment complex, was constructed in 2023.
- Banyan East Town, a 92-unit apartment complex, is under construction.
- Alta Trilogy, a 244-unit apartment complex, is under construction.
- Various other retail, office and multi-family buildings were constructed in the area over the last few years.

Access. Regional access to the submarket is provided by Interstate 4 (“I-4”), which spans approximately 133 miles in a generally southwest–northeast direction. I-4 (State Road 400) begins at an interchange with I-275 in Tampa to the west and ends at an interchange with I-95 in Daytona Beach to the east. I-4 runs through downtown Orlando and provides access to the major employment centers in the region.

Local access to the neighborhood is U.S. Highway 17, State Road 434 and Ronald Reagan Boulevard. U.S. Highway 17 runs in a general north/south direction through the Longwood Property’s neighborhood and connects to State Road 417 (Toll Road) to the north and provides access to the downtown Orlando CBD to the south. State Road 434 runs in a general east/west direction and connects to I-4 to the west and to U.S. Highway 17 and State Road 417 to the east. Ronald Regan Boulevard runs in a general north/south direction, parallel to U.S. Highway 17. U.S. Highway 17, State Road 434 and Ronald Reagan Boulevard are all major commercial thoroughfares in the area. Overall, regional and local access is good.

Land Use. The following table shows the major property types in the surrounding 0.8-mile radius around the Longwood Property.



Demographics. The following table summarizes population, household and median income trends within one-, three-, and five-mile radii of the Longwood Property, as well as comparative figures for the Longwood Property's city, the Orlando MSA and the state:

Demographic Analysis								
	1-Mile Radius	3-Miles Radius	5-Miles Radius	32750	Longwood City	Seminole County	Orlando-Kissimmee-Sanford, FL MSA	Florida
Population								
2020 Total Population	6,666	73,879	200,979	25,239	15,098	470,856	2,673,376	21,538,187
2024 Total Population	7,412	75,008	203,704	27,020	16,949	484,596	2,884,681	22,779,514
2029 Total Population	7,637	75,371	204,690	27,482	17,485	493,452	3,092,868	23,862,875
Projected Annual Growth %	0.6%	0.1%	0.1%	0.3%	0.6%	0.4%	1.4%	0.9%
Households								
2020 Total Households	2,454	30,342	81,805	9,455	5,668	182,420	989,354	8,529,067
2024 Total Households	2,778	31,355	84,292	10,142	6,341	190,590	1,067,827	9,084,882
2029 Total Households	2,931	32,273	86,634	10,579	6,710	198,607	1,146,771	9,618,827
Projected Annual Growth %	1.1%	0.6%	0.5%	0.8%	1.1%	0.8%	1.4%	1.1%
Income								
2024 Median Household Income	\$80,898	\$76,153	\$78,859	\$85,677	\$79,038	\$83,794	\$75,807	\$74,715
2024 Average Household Income	\$102,678	\$104,075	\$114,000	\$117,784	\$103,178	\$120,029	\$106,712	\$105,305
2024 Per Capita Income	\$39,364	\$43,769	\$47,182	\$44,250	\$38,665	\$47,234	\$39,567	\$42,078
Housing								
2024 Owner Occupied Housing Units	57.3%	55.9%	57.3%	67.9%	60.8%	60.1%	55.8%	57.8%
2024 Renter Occupied Housing Units	35.7%	38.9%	37.4%	27.2%	32.6%	34.7%	35.4%	29.3%
2024 Median Home Value	\$404,415	\$371,224	\$408,146	\$413,374	\$400,822	\$432,354	\$396,885	\$391,816
Median Year Structure Built	1981	1981	1982	1979	1979	1987	1993	1987
Miscellaneous Data Items								
2024 Average Household Size	2.54	2.36	2.39	2.60	2.57	2.52	2.65	2.45
2024 Median Age	43.9	41.3	41.0	43.0	42.0	39.9	38.6	43.5

Source: ESRI; Compiled by Newmark

Demand Generators. Major demand drivers include: 1) its proximity to I-4 which provides good access through the region; 2) its proximity to Disney World and other area theme parks which attract millions of visitors each year and are major employers in the Orlando MSA; and 3) its proximity to the downtown Orlando Central Business District.

Conclusion. The Longwood Property's neighborhood is considered an attractive area for business and residents due to its proximity to Interstate 4. Access to the neighborhood is good and utility services are adequate. Given its proximity to the demand drivers noted above, it is anticipated there will be good demand for properties in the neighborhood going forward.

Market Analysis

Supply. The following is based on REIS, PAC-COMM, Radius and primary survey research. The supply is summarized as follows (the Longwood Property is identified below as "Subject"):

Local Market Inventory						
Property Name & Address	Distance from Subject (Miles)	Year Built	No. Units	Rentable SF	Physical Occupancy	
Storage Zone, 120 Highline Drive, Longwood, FL	0.34	1997	491	56,559	89.50%	
U-Haul Moving & Storage, 650 North Ronald Reagan Boulevard, Longwood, FL	0.76	1989	304	35,040	96.20%	
Extra Space Storage, 1170 West State Road 434, Longwood, FL	0.87	2000	494	56,884	85.10%	
Public Storage, 570 U.S. Highway 17, Longwood, FL	1.69	1984	544	62,626	90.40%	
Extra Space Storage, 130 Concord Drive, Casselberry, FL	1.77	1980	460	52,949	94.10%	
Public Storage, 1080 East Altamonte Drive, Altamonte Springs, FL	2.37	1982	420	48,300	96.60%	
Public Storage, 360 E. State Road 434, Longwood, FL,	0.77	1998	578	66,475	87.20%	
Go Store It, 1900 S. U.S. Highway 17-92, Longwood, FL,	1.48	2024	704	80,990	Would Not Disclose	
Big Tree Self Storage, 746 Fleet Financial Court, Longwood, FL,	2.05	1996	308	35,509	87.20%	
CubeSmart, 240 Storage Pointe, Altamonte Springs, FL,	2.42	2019	544	62,664	Would Not Disclose	
Devon Self Storage, 1110 Emma Oaks Trail, Lake Mary, FL,	2.57	2001	344	39,642	97.00%	
Public Storage, 141 W. State Road 434, Winter Springs, FL,	2.86	1988	522	60,049	87.80%	
Public Storage, 7190 S. U.S. Highway 17-92, Casselberry, FL,	2.90	1981	324	37,335	88.00%	
Extra Space Storage, 292 W. Central Parkway, Altamonte Springs, FL,	2.91	2024	623	71,654	Would Not Disclose	
Simply Self Storage, 510 Douglas Avenue, Altamonte Springs, FL,	2.96	1998	939	107,901	88.50%	
Subject		1988	542	65,740	89.56%	

Self Storage Supply						
	Total Units	Total SF Available	Avg. Unit Size (SF)	Avg. Year Built	Average Occupancy	Total SF Occupied
3-Miles Radius	8,141	940,317	116	1997	90.1%	847,140

Compiled by Newmark

Demand. Self-storage demand is measured in terms of square feet per capita. As a test of reasonableness, demand is estimated for the property based on a simple econometric model developed by the Newmark Self Storage Group for self-storage properties. There are four characteristics key to demand: population, percentage of renters, household size and household income. The demand forecast, the supply of self-storage and the self-storage market equilibrium forecast for the Longwood Property is summarized in the tables below.

Demand Forecast									
	Total Population	% Renters	Household Size (Avg.)	Average Household Income	Existing Supply (SF)	Existing Supply (SF) / Capita	Calculated Demand (SF) / Capita	Demand - Supply (SF) / Capita	Total Unsatisfied Demand (SF)
3-Miles Radius	75,008	38.9%	2.36	\$104,075	940,317	12.54	7.11	-5.43	(407,181)

Compiled by Newmark

Market Equilibrium. The following table shows the total supply (existing supply plus new construction), less occupied square feet in the trade area which results in the available supply, in rentable square feet. Based on the analysis of the trade area we have forecast a trade area vacancy which is the amount of rentable square feet that will remain vacant. The result is the remaining rentable square feet available in the trade area shown as a negative in the table. Adding this to the remaining supply results in the trade area demand, which in this case is a negative, indicating that the trade area is over-supplied.

Self Storage Market Equilibrium	
Trade Area	Radius
	3-Miles Radius
Existing Supply	940,317
New Construction	0
Total Supply	940,317
Less: Occupied Square Feet	-847,140
Available Supply	93,177
Less: Market Vacancy (10%)	-94,032
Subtotal (Remaining Supply)	854
Unsatisfied Demand	-407,181
Demand Less Remaining Supply	-406,327
Equilibrium Forecast	Over-Supplied

Compiled by Newmark

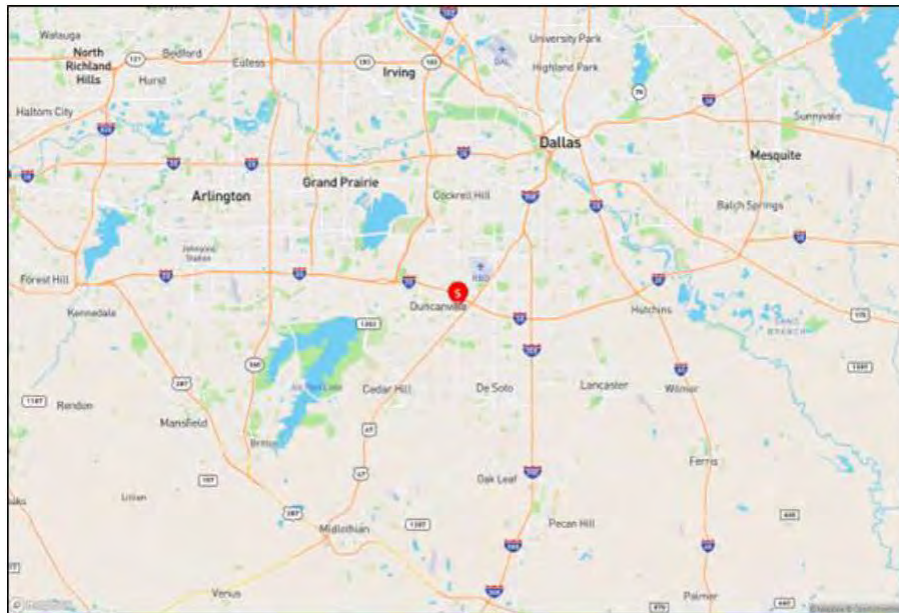
Conclusion. Quantitatively the market demonstrates over-supplied conditions and qualitatively demonstrates near equilibrium conditions. The quantitative analysis calculates a demand lower than what is currently occupied; therefore, it was given less weight. Primary weight was given to the qualitative analysis; therefore, we have concluded the trade area to be near equilibrium.

Dallas Property

The Dallas Property is a 674-unit self-storage facility, with 74,121 rentable square feet located at 8110 S. Cockrell Hill Road, Dallas, Dallas County, TX 75236.

Regional Analysis

The Dallas Property is located within Dallas and Dallas County, Texas. It is part of the Dallas-Plano-Irving metro area (the “Dallas MSA”).



Moody’s Analytics Economy.com provides the following economic summary for the Dallas MSA as of August 2024.

Moody's Analytics Précis® Metro Indicators: Dallas MSA												
2018	2019	2020	2021	2022	2023	INDICATORS	2024	2025	2026	2027	2028	2029
374.1	389.6	392.0	431.6	450.7	469.7	Gross metro product (C17\$ bil)	488.0	500.3	513.6	529.5	546.6	563.7
4.3	4.1	0.6	10.1	4.4	4.2	% change	3.9	2.5	2.7	3.1	3.2	3.1
2,619.4	2,691.7	2,611.5	2,744.1	2,932.5	3,031.7	Total employment (ths)	3,073.1	3,111.4	3,139.9	3,165.7	3,192.6	3,221.6
2.3	2.8	-3.0	5.1	6.9	3.4	% change	1.4	1.2	0.9	0.8	0.8	0.9
3.6	3.3	7.1	5.0	3.5	3.7	Unemployment rate (%)	3.8	3.7	3.7	3.6	3.6	3.7
8.1	6.7	5.6	11.2	6.7	6.1	Personal income growth (%)	5.3	5.5	5.4	5.4	5.5	5.5
71.2	73.8	75.9	80.0	85.6	89.8	Median household income (\$ ths)	92.9	96.0	99.2	102.6	106.0	109.4
4,997.6	5,078.2	5,151.1	5,228.5	5,355.5	5,462.6	Population (ths)	5,550.0	5,627.6	5,701.5	5,776.0	5,851.1	5,926.8
1.8	1.6	1.4	1.5	2.4	2.0	% change	1.6	1.4	1.3	1.3	1.3	1.3
53.0	45.9	43.7	55.2	94.1	70.4	Net migration (ths)	51.5	43.3	40.0	41.0	42.2	43.1
26,707	25,311	31,769	38,575	31,097	32,345	Single-family permits (#)	30,785	27,590	29,219	29,119	28,625	27,780
20,975	18,295	11,029	18,846	25,267	18,462	Multifamily permits (#)	16,126	18,259	18,621	19,678	20,484	20,122
6	4	4	15	23	4	FHFA house price index (% chang	3	-1	0	0	1	1

Source: Moody's Analytics Précis® US Metro

Over the past half year, employment in the Dallas MSA has been a bit below the moderate U.S. increase, unusual for this usually fast-growing area. The source of the weakness has been in private services, both personal and core business services, though financial services have slightly outperformed. By comparison, manufacturing, typically less of a focus in Dallas, has been strong. The jobless rate has been stable in the range of 3.8%, a bit below the national rate. Although labor force growth has slowed, it is still above the national pace. In the housing market, new permits for both single-family homes and multifamily units have declined in recent months. House prices are rising more slowly than the national average.

The following table illustrates key economic indicators and a comparison of the Dallas MSA to the regional grouping as a whole. Dallas is projected to outperform the national regional metros in six of eight performance categories over the next five years.

Comparison of Key Economic Indicators - Dallas MSA Metro to National Region										
Indicator	Dallas MSA			Annual Growth		National			Annual Growth	
	2017	2022	2027	2017 - 2022	2022 - 2027	2017	2022	2027	2017 - 2022	2022 - 2027
Gross metro product (C17\$ bil)	374.1	469.7	546.6	4.7%	3.1%	18,077	19,965	22,356	2.0%	2.3%
Total employment (ths)	2,619.4	3,031.7	3,192.6	3.0%	1.0%	146,606	152,045	157,507	0.7%	0.7%
Unemployment rate (%)	3.6%	3.7%	3.6%			4.4%	3.7%	4.1%		
Personal income growth (%)	8.1%	6.1%	5.5%			4.6%	2.3%	4.6%		
Population (ths)	4,997.6	5,462.6	5,851.1	1.8%	1.4%	325,122	332,391	339,637	0.4%	0.4%
Single-family permits (#)	26,707	32,345	28,625	3.9%	-2.4%	848,500	1,019,048	1,319,656	3.7%	5.3%
Multifamily permits (#)	20,975	18,462	20,484	-2.5%	2.1%	356,167	547,574	448,038	9.0%	-3.9%
FHFA house price index (% change)	6	4	1	-9.8%	-21.5%	N/A	N/A	N/A	N/A	N/A
Dallas MSA outperforming National Region Metros										
Dallas MSA underperforming National Region Metros										

Source: Moody's Analytics Précis® US Metro; Compiled by Newmark

Employment. Employment data by occupation and business/industry sectors provides an indication of the amount of diversification and stability in the local economy. Job sector composition also gives an indication of the predominant drivers of current and future demand for supporting commercial real estate sectors. The following tables display employment data by occupation sector and by business/industry sector for the area and region.

Current Employment by Occupation Sector										
Occupation Sector	75237		Dallas City		Dallas County		Dallas-Fort Worth-Arlington, TX MSA		Texas	
Administrative Support	1,436	14.5%	72,696	10.1%	165,926	11.4%	479,280	11.0%	1,604,100	10.7%
Management/Business/Financial	892	9.0%	143,702	19.9%	269,876	18.6%	909,005	20.9%	2,735,324	18.2%
Professional	1,050	10.6%	159,272	22.1%	320,440	22.1%	1,051,174	24.2%	3,595,877	23.9%
Sales and Sales Related	1,237	12.5%	64,925	9.0%	125,901	8.7%	401,258	9.2%	1,397,191	9.3%
Construction/Extraction	498	5.0%	59,899	8.3%	111,607	7.7%	240,120	5.5%	952,065	6.3%
Farming/Fishing/Forestry	62	0.6%	884	0.1%	1,290	0.1%	4,764	0.1%	40,829	0.3%
Installation/Maintenance/Repair	163	1.7%	17,164	2.4%	41,599	2.9%	126,080	2.9%	489,289	3.3%
Production	508	5.1%	29,598	4.1%	67,734	4.7%	184,314	4.2%	695,152	4.6%
Transportation/Material Moving	1,997	20.2%	58,990	8.2%	122,730	8.5%	348,596	8.0%	1,166,497	7.8%
Total Employees (16+ Occupation Base)	9,874	100.0%	720,973	100.0%	1,452,033	100.0%	4,348,167	100.0%	15,048,852	100.0%

Source: ESRI; Compiled by Newmark

Current Employment by Industry Sector										
Industry Sector	75237		Dallas City		Dallas County		Dallas-Fort Worth-Arlington, TX MSA		Texas	
Agriculture/Mining	30	0.3%	3,577	0.5%	6,438	0.4%	31,289	0.7%	304,772	2.0%
Construction	722	7.3%	76,837	10.7%	147,165	10.1%	358,022	8.2%	1,329,286	8.8%
Manufacturing	609	6.2%	51,745	7.2%	115,479	8.0%	389,103	8.9%	1,277,518	8.5%
Wholesale Trade	312	3.2%	17,386	2.4%	36,022	2.5%	107,906	2.5%	340,856	2.3%
Retail Trade	1,702	17.2%	73,233	10.2%	148,176	10.2%	473,211	10.9%	1,642,624	10.9%
Transportation/Utilities	1,314	13.3%	48,659	6.7%	108,507	7.5%	329,891	7.6%	1,039,525	6.9%
Information	146	1.5%	14,839	2.1%	29,750	2.0%	93,131	2.1%	250,877	1.7%
Finance/Insurance/Real Estate	587	5.9%	69,928	9.7%	134,963	9.3%	409,109	9.4%	1,064,715	7.1%
Services	4,102	41.5%	349,497	48.5%	687,585	47.4%	2,023,580	46.5%	7,146,197	47.5%
Public Administration	350	3.5%	15,272	2.1%	37,948	2.6%	132,925	3.1%	652,482	4.3%
Total Employees (16+ Occupation Base)	9,874	100.0%	720,973	100.0%	1,452,033	100.0%	4,348,167	100.0%	15,048,852	100.0%

Source: ESRI; Compiled by Newmark

Comparing the industry sectors for the local market area (2-mile radius) to the Dallas MSA indicates the local market area is somewhat more heavily weighted toward the Transportation/Utilities, Retail Trade, Public Administration, and Wholesale Trade sectors. By contrast, the industry employment totals for the Dallas MSA indicate somewhat higher proportions within the Finance/Insurance/Real Estate, Services, Construction, Information, Manufacturing, and Agriculture/Mining sectors.

The following table lists the major employers in the Dallas MSA.

Selected Major Employers: Dallas MSA		
Rank	Employer	Employees
1	Walmart Inc.	34,000
2	UT Southwestern Medical Center	28,817
3	Baylor Scott & White Health	24,088
4	Lockheed Martin	20,500
5	AT&T	17,000
6	Medical City Healthcare	17,000
7	Southwest Airlines Co.	14,618
8	Bank of America Corp.	14,465
9	Parkland Health & Hospital System	13,000
10	JPMorgan Chase & Co.	12,600
11	HCA North Texas Division	11,612
12	Target Stores	8,270
13	Dallas County Community College	8,230
14	Verizon	8,100
15	Raytheon Co.	8,000
16	Texas Instruments Inc.	7,722
17	Parkland Hospital	6,900
18	Cook Children's Health Care System	5,876
19	The Kroger Co.	5,732
20	Methodist Health System	5,723

Source: Moody's Analytics Précis® US Metro

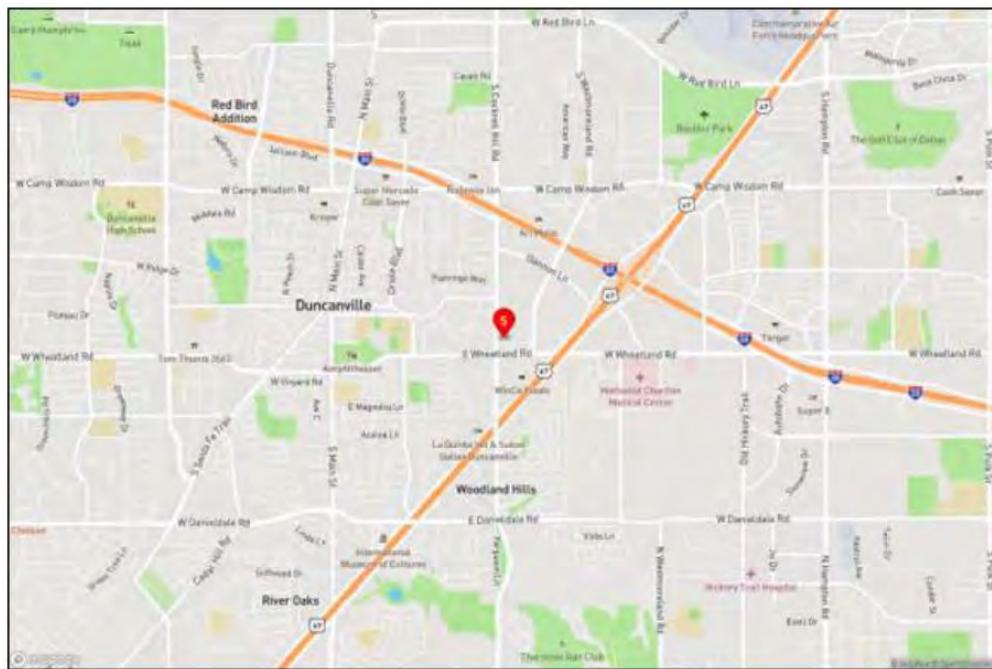
Analysis. Moody's provides additional analysis as follows:

Business Services. Slow hiring in professional, technical and IT services will persist in the near term, consistent with the national deceleration in the labor market. This will be a weight on the entire Dallas economy since such jobs are typically high-paying and their share of total employment is 20%, significantly above the national average. According to Job Openings and Labor Turnover Survey data at the national level, new hires are down since March and layoffs are up. The explanation is that the high cost of borrowing is limiting business enthusiasm for expansion, and these conditions will not change until the Federal Reserve begins to ease. But once that occurs, Dallas's key drivers will enable the industry to rebound. The most important is the large well-educated labor pool that has resulted from years of in-migration of young professionals as many major companies relocated to and expanded in the area. These include Toyota, AT&T, Texas Instruments, defense manufacturers, airlines, major banks and others. Additionally, Dallas has a lower cost of doing business than in most other comparably large metro areas.

Financial Services. Recent weakness notwithstanding, Dallas will continue to grow as a major financial hub. Payrolls have risen by only 1% over the past year because elevated costs of borrowing have reduced demand for lending officers. However, that is nonetheless higher than the meager 0.5% gain nationally. Dallas benefits because its institutions engage in portfolio management, investment banking, and conventional mortgage and car loans. As a result, industry employment is now the second highest in the country, behind only New York City. Consequently, investment by large banks in the form of new facilities is continuing, for example by Goldman and Wells Fargo.

Conclusion. The Dallas MSA will grow slowly over the coming year as elevated interest rates limit gains in professional and financial services. Longer term, the concentration of corporate headquarters, technology businesses, financial services, and above-average population growth will contribute to an above-average performance. The Dallas MSA has the following positive attributes: (1) stable demand for professional services due to many corporate headquarters, (2) well-positioned distribution center for Southwest as international trade grows, and (3) favorable migration trends, age, structure. The Dallas MSA has the following negative attributes: (1) exposure to volatile high tech, which is sensitive to the business cycle, and (2) diminished housing affordability as metro division matures.

Local Area Analysis

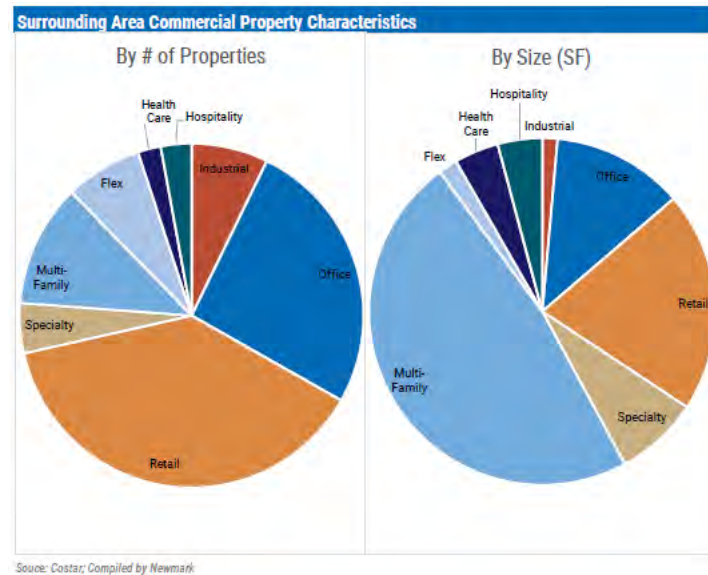


Boundaries. The Dallas Property is located in the southwest area of City of Dallas, Texas, which is generally delineated as follows:

North: Interstate 20
 South: East Wheatland Road
 East: U.S. Highway 67
 West: State Highway 360

Access. Primary access to the Dallas Property's area is provided by Interstate 20, and U.S. Highway 67. Major thoroughfares include South Cockrell Hill Road, East Wheatland Road, South Westmoreland Road, and South Alexander Avenue. Transportation is provided by automobile and bus.

Land Use. The following table shows the major property types in the surrounding one-mile radius around the Dallas Property.



Demographics. The following table summarizes population, household and median income trends within one-, two-, and three-mile radii of the Dallas Property, as well as comparative figures for the Dallas Property's city, the Dallas MSA and the state:

Demographic Analysis								
	1-Mile Radius	2-Miles Radius	3-Miles Radius	75237	Dallas City	Dallas County	Dallas-Fort Worth-Arlington, TX MSA	Texas
Population								
2020 Total Population	16,630	51,007	81,351	18,779	1,304,238	2,613,539	7,637,387	29,145,505
2024 Total Population	16,311	51,056	81,231	19,139	1,313,550	2,653,596	8,195,415	30,857,478
2029 Total Population	16,230	50,336	80,614	19,229	1,336,406	2,704,483	8,811,074	32,581,174
Projected Annual Growth %	-0.1%	-0.3%	-0.2%	0.1%	0.3%	0.4%	1.5%	1.1%
Households								
2020 Total Households	6,407	19,128	29,887	8,014	523,453	965,537	2,760,991	10,491,147
2024 Total Households	6,342	19,032	29,818	8,147	535,075	990,909	2,978,430	11,205,646
2029 Total Households	6,403	18,975	29,902	8,253	555,730	1,026,148	3,228,215	11,988,604
Projected Annual Growth %	0.2%	-0.1%	0.1%	0.3%	0.8%	0.7%	1.6%	1.4%
Income								
2024 Median Household Income	\$43,394	\$44,960	\$53,486	\$35,348	\$63,874	\$72,796	\$88,391	\$77,169
2024 Average Household Income	\$63,849	\$65,995	\$81,631	\$48,860	\$107,820	\$110,435	\$123,641	\$109,810
2024 Per Capita Income	\$25,264	\$24,799	\$29,796	\$21,137	\$43,973	\$41,294	\$44,980	\$39,971
Housing								
2024 Owner Occupied Housing Units	32.1%	35.4%	46.2%	13.5%	36.6%	45.1%	55.8%	56.5%
2024 Renter Occupied Housing Units	62.4%	58.9%	48.1%	78.7%	54.7%	47.5%	37.9%	33.9%
2024 Median Home Value	\$270,921	\$254,876	\$290,965	\$260,985	\$365,328	\$324,557	\$370,937	\$297,822
Median Year Structure Built	1982	1982	1983	1985	1979	1982	1990	1989
Miscellaneous Data Items								
2024 Average Household Size	2.52	2.66	2.71	2.34	2.43	2.65	2.72	2.70
2024 Median Age	35.5	34.6	36.5	32.4	34.4	35.0	36.1	36.3

Source: ESRI; Compiled by Newmark

Conclusion. The neighborhood is likely to grow over the long run but growth in the near term will be limited. The Dallas Property has good accessibility via the regional Interstate network and local arterial that provide linkages throughout the region. The Dallas Property has average visibility and average access.

Market Analysis

Supply. The following is based on REIS, PAC-COMM, Radius and primary survey research. The supply is summarized as follows (the Dallas Property is identified below as “Subject”):

Local Market Inventory						
Property Name & Address	Distance from Subject (Miles)	Year Built	No. Units	Rentable SF	Physical Occupancy	
Extra Space Storage, 730 E. Wheatland Rd., Duncanville, TX	0.25	2014	539	64,490	88.93%	
Extra Space Storage, 1010 E. Highway 67, Duncanville, TX	0.43	1996	631	72,461	97.46%	
Public Storage, 4205 Gannon Lane, Dallas, TX	0.59	2019	998	118,800	90.13%	
Extra Space - Duncanville, 303 E. Hwy 67, Duncanville, TX	1.57	2010	498	61,015	90.18%	
Alamo Self Storage, 7011 Marvin D Love Freeway, Dallas, TX	1.63	1997	616	64,075	85.71%	
Public Storage, 1212 North Duncanville Road, Duncanville, TX	1.74	1976	798	89,566	88.59%	
Subject		2004	674	74,121	92.38%	

Self Storage Supply						
	Total Units	Total SF Available	Avg. Unit Size (SF)	Avg. Year Built	Average Occupancy	Total SF Occupied
2-Miles Radius	4,754	544,528	115	2002	90.5%	492,808

Compiled by Newmark

Demand. Self-storage demand is measured in terms of square feet per capita. As a test of reasonableness, demand is estimated for the property based on a simple econometric model developed by the Newmark Self Storage Group for self-storage properties. There are four characteristics key to demand: population, percentage of renters,

household size and household income. The demand forecast, the supply of self-storage and the self-storage market equilibrium forecast for the Dallas Property is summarized in the tables below.

Demand Forecast									
	Total Population	% Renters	Household Size (Avg.)	Average Household Income	Existing Supply (SF)	Existing Supply (SF) / Capita	Calculated Demand (SF) / Capita	Demand - Supply (SF) / Capita	Total Unsatisfied Demand (SF)
2-Miles Radius	51,056	58.9%	2.66	\$65,995	544,528	10.67	11.07	0.41	20,806

Compiled by Newmark

Market Equilibrium. The following table shows the total supply (existing supply plus new construction), less occupied square feet in the trade area which results in the available supply, in rentable square feet. Based on the analysis of the trade area we have forecast a trade area vacancy which is the amount of rentable square feet that will remain vacant. The result is the remaining rentable square feet available in the trade area shown as a negative in the table. Adding this to the remaining supply results in the trade area demand, which in this case is a negative, indicating that the trade area is over-supplied.

Self Storage Market Equilibrium	
	Radius
Trade Area	2-Miles Radius
Existing Supply	544,528
New Construction	0
Total Supply	544,528
Less: Occupied Square Feet	-492,808
Available Supply	51,720
Less: Market Vacancy (10%)	-54,453
Subtotal (Remaining Supply)	2,733
Unsatisfied Demand	20,806
Demand Less Remaining Supply	23,540
Equilibrium Forecast	Under-Supplied

Compiled by Newmark

The cost of occupancy for the Dallas Property's trade area is 2.88% which is considered low. For self-storage we note trade areas below 4.00% generally have room to improve rental rates (revenue enhancement). Quantitatively, the market appears to be near equilibrium within the 2-mile radius, based on local demographic factors.

The amount of inventory in the local trade area equates to 10.67 rentable square feet per person for existing inventory, which is above the national average, the state average and the Core Based Statistical Area average. Overall, the local average occupancy suggests the trade area is over-supplied.

Surveying the entire trade area (2 mile ring), the trade area indicates physical occupancy of 85.71% to 97.46% with an average of 90.50%. Comparatively, the Dallas Property's physical occupancy is 92.38% which indicates under-supply in the Dallas Property's trade area.

Conclusion. Quantitatively the market demonstrates near equilibrium conditions and the qualitatively demonstrates under-supplied conditions. In this case the Dallas Property trade area is abnormal due to significant amount of vacant land and therefore, the qualitative model is emphasized. Therefore, we have concluded the trade area to be near equilibrium.

ACQUISITION AND FINANCING OF THE PROPERTIES

Acquisition Terms

The Parent Trust acquired the Properties on November 13, 2025 for an aggregate purchase price of \$44,237,600. The total cost for the acquisition of the Property, comprised of the purchase price of the Property, acquisition closing costs, financing closing costs and other fees and expenses, was \$52,636,335.

Property	Purchase Price
Phoenix Property	\$19,487,600
Longwood Property	\$10,500,000
Dallas Property	\$14,250,000
	\$44,237,600

The Parent Trust funded the acquisition of the Properties with (i) cash, a portion of which came from Bridge Loan provided as a capital contribution from the Depositor, and (ii) proceeds of three separate Loans secured by a Mortgage on each Property in the aggregate amount of \$24,191,359. See “ACQUISITION AND FINANCING OF THE PROPERTIES – Financing Terms,” below, for additional discussion regarding the Loans.

Pursuant to the Appraisals, copies of which are available in the Investor Data Room, as of November 2024, the aggregate “as is” fair market value of the Properties is \$45,300,000. The “as-is” fair market value of each of the Properties, as set forth in the respective Appraisal, is as follows:

Property	Date of Value	“As is” Fair Market Value
Phoenix Property	December 3, 2024	\$20,300,000
Longwood Property	November 5, 2024	\$10,500,000
Dallas Property	November 22, 2024	\$14,500,000 ⁵
Total:		\$45,300,000

Financing Terms

In connection with the acquisition of the Properties by the Parent Trust, the Operating Trusts obtained Loans in the aggregate principal amount of \$24,191,359 from the Lender. The principal amount of the Loans are \$10,656,806 for the Phoenix Loan, \$5,741,932 for the Longwood Loan, and \$7,792,621 for the Dallas Loan.

Each Loan is evidenced by a Loan Agreement and a Note and is secured by a Mortgage, the Assignment and other Loan Documents. Copies of the Loan Documents are available in the Investor Data Room.

EACH PROSPECTIVE INVESTOR SHOULD REVIEW THE LOAN DOCUMENTS, COPIES OF WHICH ARE AVAILABLE IN THE INVESTOR DATA ROOM, BEFORE INVESTING. THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT PROVISIONS OF THE LOAN DOCUMENTS AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT OF THE LOAN DOCUMENTS.

Basic Terms of the Loan

The Loan has a term of approximately seven years, with a Maturity Date of November 13, 2032, and bears interest at a fixed rate equal to 5.0% per annum. Commencing on December 13, 2025 and on each monthly payment date thereafter through the Maturity Date, each Operating Trust is required under the Loan Documents to make monthly, interest-only payments calculated on the basis of a 360-day year. On the Maturity Date, each Operating Trust

⁵ This includes \$278,000 attributable to the modular outdoor storage units, which the Appraiser classified as furniture, fixtures, and equipment in the Appraisal.

will be required to pay to the Lender the entire outstanding principal amount of its Loan, along with any accrued but unpaid interest.

In the event that, and for so long as, any event of default has occurred and is continuing, the principal balance of the Loans will accrue interest at a default rate equal to the lesser of 10.0% and the maximum interest rate permitted by applicable law.

Loan Extension Terms

The term of each Loan will be automatically extended for each Loan Extension Term (i.e., up to two additional twelve month periods) subject to the satisfaction of the following conditions at the time of each extension:

- (1) no event of default has occurred and is continuing;
- (2) the Operating Trust's representations and warranties must be materially true on key dates, unless updated due to changes that are not defaults, materially adverse, or covenant violations, as determined in good faith by the Lender;
- (3) the Operating Trust pays an extension fee equal to 0.50% of the outstanding balance on the applicable Loan;
- (4) the Operating Trust has provided to the Lender prior written notice acknowledging the extension in accordance with the Loan Agreement (with respect to each Loan, no later than thirty (30) days prior to the Maturity Date);
- (5) the Operating Trust has paid all amounts due under the Loan Documents, including the Lender's reasonable legal and extension-related costs prior to the applicable extension; and
- (6) the Operating Trust must deposit any required funds into the reserve or escrow accounts to cover obligations during the extended loan term, as determined by the Lender.

The interest rate for each Loan Extension Term will be fixed at (i) SOFR on the applicable maturity date, rounded upward to the nearest one-hundredth of one percent (0.01%), plus (ii) 1.50%.

Prepayment

Except as noted below, until the Loan is securitized, the Trust has the right to prepay its Loan in whole, but not in part, provided that a prepayment premium is paid in connection with such prepayment. Until the Loan is securitized, the prepayment premium will be equal to (i) 5% of the then outstanding principal balance of the Loan, if the payment is made on or before November 13, 2026, (ii) 3% of the then outstanding principal balance of the Loan, if the payment is made between November 13, 2026 and November 13, 2028, (iii) 1% of the then outstanding principal balance of the Loan, if the payment is made between November 13, 2028 and November 13, 2030, and (iv) no prepayment premium thereafter.

Covenants, Representations and Warranties

The Loan Documents contain customary covenants, representations and warranties. Specifically, the Loan Documents require the Trust to obtain the Lender's prior written approval before taking various actions, including without limitation, modifying or terminating the Master Leases or the Property Management Agreements or entering into any replacement management agreement, in each case except as otherwise set forth in the Loan Documents.

Further, the Loan Documents provide that the Operating Trusts may not, without the Lender's prior written consent and except as otherwise set forth in the Loan Documents: (1) sell, convey, assign, encumber, alienate, pledge or otherwise transfer or dispose of the applicable Property, any interest in the applicable Property or any part thereof; (2) incur indebtedness (other than indebtedness permitted pursuant to the terms of the Loan); (3) mortgage,

hypothecate or otherwise encumber or grant a security interest in the applicable Property or any part thereof.; or (4) add, remove or substitute a Signatory Trustee of the Trust.

Upon any uncured event of default under the Loan Agreement, the Lender has the right, at its option, to exercise any of the rights and remedies available to it under the Loan Documents, at law or in equity, without notice or demand, including declaring the entire indebtedness under the Loan Agreement immediately due and payable.

Nonrecourse Loan

Each Loan is secured by its Property. Each Operating Trust is responsible for repayment of its Loan. The Loans are nonrecourse to the Investors. Accordingly, the Investors will have no personal liability in connection with the Loans. However, upon an uncured event of default under the Loans, the Lender will have the right to foreclose on the applicable Property. If this were to occur, the Investors would be likely to lose their entire investment in the affected Property, and potentially the Trusts.

Restrictions on Transfer of Interests

The Loan Documents contain limited restrictions on the transfer of the Interests. The Loan Documents permit the Trust and the Investors to sell beneficial interests in the Trusts, directly or indirectly, so long as certain requirements are satisfied, including but not limited to the following: (1) there are no more than 1,999 holders of direct or indirect beneficial interests in the Trust at any given time; (2) that the Trust (through the Signatory Trustee), the Manager, and the Master Tenants continue to be controlled, directly or indirectly, by the Sponsor and the Sponsor continues to be wholly owned and controlled by SSGT III; and (3) in the event a single transferee acquires and holds more than 25% of direct or indirect beneficial interests in the Trust, the transferee complies with certain identification procedures and searches required by or under the Office of Foreign Assets Control or federal anti-money laundering laws and regulations.

Securitization of the Loan

The Lender may, at any time, sell, transfer or assign the Note, the other Loan Documents and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (each, as designated by the Lender, a “**Securitization Transaction**”). The Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor in such Securitization Transaction or any rating agency rating such Securitization Transaction and each prospective party and the advisor of each such party, all documents and information that the Lender now has or may acquire relating to the Loan, the Trust and the Property, whether furnished by the Trust or otherwise, as the Lender determines necessary or desirable. The Trust, in entering into the Loan Documents, has agreed to cooperate with the Lender and use reasonable efforts to facilitate the consummation of any Securitization Transaction.

Guaranty

The Guarantor, Strategic Storage Growth Trust III, Inc., an affiliate of the Sponsor, collectively, has entered into a guaranty of non-recourse carve-outs for the benefit of the Lender (the “**Guaranty Agreement**”) in connection with the Loans.

Bridge Loan

In connection with funding the purchase price of the Properties, the Sponsor obtained the Bridge Loan from the Bridge Lender. The Sponsor subsequently contributed the Bridge Capital to the Depositor, which in turn provided cash to the Parent Trust as a capital contribution. The Depositor is required to satisfy the Bridge Capital out of the net proceeds of the Offering as the Investors purchase Interests and the Depositor’s capital contribution is returned (and in turn, returned to the Sponsor and the Bridge Lender). No Investor will be allocated a portion of the liability for the Bridge Capital or the Bridge Loan in connection with its purchase of an Interest, and the costs of the Bridge Capital are reflected as “**Depositor Bridge Capital Costs**” in the “ESTIMATED SOURCES AND USES OF PROCEEDS”

section of this Memorandum. To the extent the actual Depositor Bridge Capital Costs are greater than the amount reflected therein, the Sponsor will be responsible for such additional costs, and to the extent the actual Depositor Bridge Capital Costs are less than the amount reflected therein, the Sponsor will retain such excess amounts.

In the event that the Bridge Loan provided by the Bridge Lender has not been fully repaid by the Sponsor prior to November 13, 2026 (the “**Bridge Loan Maturity Date**”), unsold Interests in the Trust then held by the Depositor up to a face amount equal to the unpaid Bridge Loan owed to the Bridge Lender may be surrendered to Bridge Lender, providing Bridge Lender with all rights of an Investor under the Parent Trust Agreement. Notwithstanding the foregoing, the Sponsor may extend the Bridge Loan Maturity Date by six months to April 13, 2027, subject to paying an extension fee of 0.25% of then outstanding principal amount of the Bridge Loan.

SUMMARY OF THE TRUST AGREEMENTS

The Parent Trust is governed by the Parent Trust Agreement, a copy of which is available in the Investor Data Room, and the Operating Trusts are governed by the Operating Trust Agreements, copies of which are available in the Investor Data Room.

The Parent Trust

The Signatory Trustee of the Parent Trust is Blue Door Property Signatory III, LLC, a Delaware limited liability company and an affiliate of the Sponsor, and the Delaware Trustee of the Parent Trust is The Corporation Trust Company, a Delaware corporation (the Signatory Trustee together with the Delaware Trustee, the “**Trustees**”). As of the date of this Memorandum, the beneficiaries of the Parent Trust are the Depositor with respect to 99% of the beneficial interests and Blue Door Holdco with respect to 1% of the beneficial interests.

The purposes of the Parent Trust are to: (1) acquire and own beneficial interests in the Operating Trusts; (2) enter into and comply with the terms of the Transaction Documents; (3) conserve and protect the Trust Property; and (4) take those actions that the Trustees of the Parent Trust determine are necessary or advisable to carry out such purposes. The term “**Transaction Documents**” is defined in the Parent Trust Agreement as the Parent Trust Agreement, the Asset Management Agreement, and the Master Lease. The term “**Trust Property**” is defined in the Parent Trust Agreement as all right, title and interest of the Parent Trust in and to any property owned by the Parent Trust, including the beneficial interests in the Operating Trust.

The Parent Trust will terminate upon the earlier of: (a) December 31, 2075; or (b) the sale or other disposition of the Properties.

Each prospective INVESTOR should review the entire PARENT TRUST AGREEMENT, A COPY OF WHICH IS AVAILABLE IN THE INVESTOR DATA ROOM, before investing. The SUMMARY BELOW is a summary of some of the significant provisions of the parent TRUST AGREEMENT. It is qualified in its entirety by reference to the full text thereof.

The Operating Trusts

The Signatory Trustee of each of the Operating Trusts is Blue Door Property Signatory III, LLC, a Delaware limited liability company and an affiliate of the Sponsor, and the Delaware Trustee of each of the Operating Trusts is The Corporation Trust Company, a Delaware corporation. The current beneficiary of each Operating Trust is the Parent Trust.

The purposes of each Operating Trust are to: (1) acquire and own its respective Property and any related personal property; (2) enter into and comply with the terms of the Transaction Documents (as defined in the applicable Operating Trust Agreement); (3) conserve, protect, manage and dispose of its respective Property; and (4) take those actions that the Trustees of the Operating Trust determine are necessary or advisable to carry out such purposes. The term “**Transaction Documents**” is defined in each Operating Trust Agreement as the respective Operating Trust Agreement, the Master Lease, and the Loan Documents.

Each Operating Trust will terminate upon the earlier of: (a) December 31, 2075; or (b) the sale or other disposition of its respective Property.

Terms of the Parent Trust Agreement

The following is a summary of some of the significant provisions of the Parent Trust Agreement, and is qualified in its entirety by reference to the full Parent Trust Agreement. The Operating Trust Agreements are substantially similar to the Parent Trust Agreement, except as noted below.

Authority and Duties of the Trustees.

The Trustees of the Parent Trust have the sole authority to manage, control, dispose of or otherwise deal with the Trust Property in a manner that is consistent with their duty to conserve and protect the Trust Property. The Trustees are not individually liable for their actions except: (1) in the event of their own willful misconduct or gross negligence; (2) for the inaccuracy of their representation that the Parent Trust Agreement has been authorized, executed and delivered by each of the Trustees; (3) for engaging in any Prohibited Action (as defined below); (4) for their failure to use ordinary care in disbursing monies to Investors pursuant to the terms of the Parent Trust Agreement; and (5) for their own income taxes based on fees, commissions or compensation received in the capacity of the Trustees. The Trustees will be indemnified by the Parent Trust from and against any liabilities, losses, claims, suits and expenses (including reasonable legal fees) that may be incurred or asserted against the Trustees in connection with the operation of the Parent Trust or the Trust Property or the Loan Documents. Such indemnification does not apply, however, if the claim, suit or liability results from any action of the Trustees described in clauses (1) through (5) above. To the fullest extent permitted by law, the Trustees will be entitled to advancement of expenses incurred in defending a claim prior to its final disposition, subject to repayment if a court renders a final, non-appealable judgment that the applicable Trustee is not entitled to indemnification. Any indemnification set forth in the Trust Agreement is fully subordinated to the Loan.

The duties of the Delaware Trustee are limited to acting as Trustee in the State of Delaware to satisfy the requirement of the Delaware Statutory Trust Act that each Trust have at least one Trustee with a principal place of business in Delaware.

All other duties reside with the Signatory Trustee, including, but not limited to: (1) acquiring, owning, conserving, protecting, operating and selling the Trust Property; (2) entering into or assuming and complying with the terms of the Master Lease and the other Transaction Documents; (3) collecting rents (with respect to the Operating Trusts only) and making distributions to Investors in accordance with the Parent Trust Agreement; (4) conserving the Trust Property in a manner consistent with its duty to conserve and protect the Trust Property, or otherwise provided in the Parent Trust Agreement; (5) with respect to the Parent Trust only, entering into agreements to enable Investors to complete Section 1031 Exchanges; (6) notifying relevant parties of any default by them under the Transaction Documents; (7) with respect to the Operating Trusts only, solely in the event of a bankruptcy or insolvency of the Master Tenant, renegotiating the Master Lease or entering into a new lease or renegotiating or refinancing any debt secured by the Properties; (8) notifying the Lender of any default under the Trust Agreement; and (9) taking any action which, in the reasoned opinion of tax counsel to the Parent Trust, should not have an adverse effect on the treatment of the Parent Trust as an “investment trust” within the meaning of Treasury Regulation Section 301.7710-4(c) or the Depositor as a “grantor” within the meaning of Code Section 671. The duties of the Signatory Trustee with respect to the Operating Trusts are substantially the same as the duties of the Signatory Trustee with respect to the Parent Trust.

Compensation and Reimbursement of the Trustees.

Each Trust is required to pay the Delaware Trustee an initial fee, monthly fees, and document execution fees for their services. The Signatory Trustee serves in such capacity without compensation. The Trustees are entitled to be reimbursed for all reasonable expenses incurred or advanced in connection with the performance of their duties under the Trust Agreements or any other agreement that the Trustees enter into for the benefit of the Trusts.

Limitation on Authority of the Trustees.

To protect the tax-free exchange status for the Investors under Section 1031, the Parent Trust Agreement prohibits the Trustees of the Parent Trust from taking any of the following actions, provided, however, that such prohibition will apply only if such action would constitute a power to “vary the investment” of the Investors as defined by Treasury Regulation Section 301.7701-4(c)(1) (any such action, a “**Prohibited Action**”). Specifically, actions that may constitute Prohibited Actions include: (1) reinvesting money held by the Parent Trust except as provided in the Parent Trust Agreement; (2) renegotiating the terms of the Loans, entering into new financing or renegotiating the Master Lease, any lease or entering into new leases except in the event of the bankruptcy or insolvency of a tenant; (3) making other than minor non-structural modifications of the Properties other than as required by law; (4) after the formation and capitalization of the Parent Trust, accepting any additional capital contributions from any Investor, or any contributions from any prospective new investor; or (5) taking any other action that, in the reasoned opinion of

tax counsel to the Parent Trust, should be expected to cause the Parent Trust to be treated as a “business entity” for federal income tax purposes. The Operating Trust Agreements impose comparable restrictions on the Trustees of the Operating Trusts.

Authority of Investors.

Because each of the Trust Agreements is designed to meet the parameters of Revenue Ruling 2004-86 issued by the IRS and other relevant regulatory and judicial requirements with respect to the Delaware statutory trust, Investors are not permitted to have any vote over the operation and ownership of the Properties, including deciding when to sell the Properties and whether to sell the Properties together as a portfolio or individually.

Subject to the Loan Documents, Investors holding a majority of the Interests may remove a Trustee of the Parent Trust only if the Trustee has engaged in willful misconduct, fraud or gross negligence with respect to the Parent Trust as determined by a final, nonappealable judgment of a court of competent jurisdiction (“Cause”); provided however, that (a) a Trustee may not be removed without the consent of the Signatory Trustee (even if for Cause) until the Signatory Trustee and its affiliates have been fully removed from any guarantee and indemnity obligations they may have with respect to any loan to the Trusts. Upon the resignation or removal of a Trustee of the Parent Trust, Investors holding a majority of the Interests may appoint a successor Trustee, subject to the Lender’s written approval.

Distributions

Pursuant to the Parent Trust Agreement, the Investors will be entitled, based on their respective Interests, to monthly cash distributions (which the Parent Trust will receive as distributions from the Operating Trusts) net of amounts required to pay and reimburse the Trustees, and to retain amounts necessary to pay anticipated ordinary current and future expenses of the Parent Trust. Such cash flow will be distributed on a monthly basis. Amounts retained may be invested only in cash or cash equivalents, such as certain short-term government obligations or certificates of deposit in banks or trust companies having a minimum stated capital and surplus of \$50,000,000.

Restrictions on Transfer of Interests.

No Interest in any Trust, or any portion thereof, may be assigned, pledged, encumbered or transferred without the prior consent of the Signatory Trustee. The Signatory Trustee’s consent to each proposed transfer is subject to the sole discretion of the Signatory Trustee, including but not limited to, the satisfaction, as determined in the sole discretion of the Signatory Trustee, of the following: (1) the proposed transfer’s compliance with all applicable securities laws; (2) a determination that the proposed transfer would not result in the applicable Trust having to register as an investment company under the Investment Company Act of 1940, as amended, or require the applicable Trust or any Trustee to register as an investment adviser under the Investment Advisers Act of 1940, as amended; (3) a determination that the proposed transfer would not cause the Trust Property to become “plan assets” (as defined in the Trust Agreements); (4) the execution by the proposed transferor and transferee(s) of documents to effectuate the transfer that are satisfactory to the Signatory Trustee; and (5) the payment of all expenses related to the proposed transfer by the transferor or transferee as they may agree. See “RISK FACTORS – Risks Related to the Offering – *There is no public market for the Interests*” and “ACQUISITION AND FINANCING – Financing Terms – *Restrictions on Transfer of Interests*” for additional discussion.

Property Rights.

The Operating Trusts, and not the Investors, hold legal title to the Properties. The Investors are not entitled to share in the use of the Properties or to any in-kind distribution of the Properties.

Termination in Certain Circumstances.

Under the Parent Trust Agreement, if: (1) (a) the Trust Property is in jeopardy of being foreclosed upon due to a default on the Loan or there is otherwise an event of default under the Loan beyond any applicable notice or cure periods, (b) the Trust Property (or the property of an Operating Trust) is subject to a casualty, condemnation or similar event that is not adequately compensated for through insurance or otherwise sufficient to permit restoration of the

Trust Property (or the property of an Operating Trust) to the same condition as previously existed; (c) the Signatory Trustee determines that the Investors are at risk of losing all or a substantial portion of their investment in the Interests; (d) so long as any obligation remains outstanding under the Loan, any event occurs that causes the Signatory Trustee to cease to be the Signatory Trustee of the Trust unless a replacement acceptable to the Lender has been appointed; or (e) so long as any obligation remains outstanding under the Loan, any event occurs that causes the dissolution or termination of the Trust that is not in accordance with the Loan Documents; or (2) the Signatory Trustee will take one of the following actions:

- (i) To the extent the circumstances described above apply to all of the Trust Property (i.e., all of the Operating Trusts), the Signatory Trustee will terminate the Parent Trust by converting it into a limited liability company (a “**Springing LLC**”). As a result of such transaction, referred to herein as a “**Transfer Distribution**,” each of the Investors would become a member of the new Springing LLC, owning an interest in the Springing LLC identical to its Interests in the Parent Trust, and the Signatory Trustee would become the manager of the Springing LLC (the “**LLC Manager**”).
- (ii) To the extent the circumstances described above apply to one or more but less than all of the Operating Trusts, the Parent Trust will not terminate. Rather, with respect to the Operating Trust to which such circumstances apply, the Signatory Trustee will, in connection with the termination of such Operating Trust, distribute the interests in such Operating Trust to the Investors in partial liquidation of such Operating Trust.

If the events described in the preceding paragraph take place, then the Signatory Trustee may in its sole discretion terminate the applicable Trust by either: (A) taking the applicable action described above; or (B) causing the applicable Operating Trust (or Operating Trusts) to distribute tenant-in-common interests in the respective Property (or Properties) to the Investors in proportion to their ownership of the Parent Trust, which interests (and the Investors) would be subject to an agency and/or co-ownership arrangement and other agreements that are in form and substance satisfactory to the Signatory Trustee as determined in its discretion and materially consistent with the terms and conditions set forth in IRS Revenue Procedure 2002-22 or such other IRS guidance as may apply to the treatment of tenancy-in-common arrangements as direct interests in the underlying property for purposes of Code Section 1031.

The Operating Trust Agreements provide for similar triggering events for a Transfer Distribution. In the case of a conversion of an Operating Trust that does not also involve the conversion of the Parent Trust, (1) such Operating Trust would convert into a Springing LLC and, to the extent owned by the Parent Trust, would then be distributed by the Parent Trust to the Investors, who would then own direct interests in the Springing LLC; (2) such Springing LLC would continue to own its Property; and (3) the Signatory Trustee would become the manager of such Springing LLC.

As a result of the foregoing transactions, actions could be taken to conserve and protect the at-risk Property that could not have been taken otherwise.

Investor Liability and Bankruptcy.

Investors will not have liability for the debts or obligations of the Trusts or any other Investor, whether with respect to the Properties or otherwise, and the Parent Trust Agreement will not be terminated by reason of the bankruptcy or insolvency of any Investor.

Tax Status of the Trusts.

The Trust Agreements provide that each Trust is intended to qualify as an “investment trust” and a “grantor trust” for federal income tax purposes, and not as a partnership or other business entity. Thus, although each Trust is respected as a separate entity for state law purposes, each Investor should be treated as owning a direct interest in the Properties for purposes of Section 1031. See “FEDERAL INCOME TAX CONSEQUENCES.” Each Investor is required to report its Interests in the Parent Trust in a manner that is consistent with the foregoing.

Sale of the Properties to the Operating Partnership.

As noted in “SUMMARY OF THE OFFERING – *Business Objectives*,” the Parent Trust’s exit strategy with respect to the Properties is to sell or otherwise dispose of them. The Signatory Trustee has broad discretion under the Parent Trust Agreement to dispose of the Properties at such time and in such manner as it determines in its discretion pursuant to the terms of the Parent Trust Agreement including the power to sell the Properties to the Operating Partnership and provide Investors the opportunity to elect to receive as consideration for their Interests in the Parent Trust either cash, OP Units, or a mix of cash and OP Units. The Investors’ transfer of their Interests to the Operating Partnership in exchange for OP Units pursuant to an OP Transaction would be intended to qualify as Section 721 Contribution whereby the sale proceeds or OP Units would be distributed to the Investors in liquidation of the Parent Trust.

In the event the Signatory Trustee were to dispose of the Properties pursuant to an exit strategy consisting of a Section 721 Contribution, the amount of cash consideration or OP Units received by the Investors would be based on the fair market value of the Properties, determined by an appraisal of the Properties effective on or about the date of the contribution transaction conducted by a third party appraiser. If a Section 721 Contribution is undertaken, it is intended that the value of OP Units exchanged for the Property would be determined pursuant to the valuation policies of the Operating Partnership or such other procedures as are commercially reasonable with respect to such partnership unit valuations.

The Operating Partnership is a subsidiary of SSGT III, which is a private, non-traded REIT. SSGT III is externally managed by its advisor SSGT III Advisor. The rights and obligations of OP Unit holders are set forth in the Operating Partnership Agreement, which will be made available to Investors in the event of an OP Transaction.

RISK FACTORS

The Interests are speculative and involve a high degree of risk. A prospective Investor should be able to bear a complete loss of the prospective Investor's investment. Prospective Investors should carefully read this Memorandum before purchasing an Interest.

A PROSPECTIVE INVESTOR SHOULD CONSIDER CAREFULLY, AMONG OTHER RISKS, THE FOLLOWING RISKS, AND SHOULD HAVE THE PROSPECTIVE INVESTOR'S OWN INDEPENDENT LEGAL, TAX, ACCOUNTING AND FINANCIAL ADVISORS CLOSELY REVIEW THIS MEMORANDUM AND ALL DOCUMENTS REFERENCED HEREIN AND ATTACHED HERETO BEFORE INVESTING IN THE INTERESTS. THESE RISK FACTORS, OR OTHER EVENTS, COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THIS MEMORANDUM. FURTHERMORE, THESE RISK FACTORS RELATE TO A SOPHISTICATED TRANSACTION AND ALTHOUGH THE PARENT TRUST HAS ENDEAVORED TO ANALYZE THIS TRANSACTION AND THE RISKS ATTENDANT TO THIS TRANSACTION TO THE BEST OF ITS ABILITY, THE FOLLOWING RISKS MAY NOT ENCOMPASS EVERY POSSIBLE RISK WITH REGARD TO THIS TRANSACTION. ONLY AFTER A PROSPECTIVE INVESTOR AND THE PROSPECTIVE INVESTOR'S INDEPENDENT ADVISORS HAVE ANALYZED THE UNDERLYING DOCUMENTS CAN THE PROSPECTIVE INVESTOR FULLY UNDERSTAND THE TRANSACTION.

Risks Related to the Delaware Statutory Trust Structure

Investors have limited control over the management of the Trusts.

The Trustees (and in particular the Signatory Trustee) are solely responsible for the operation and management of the Trusts. The Investors have no right to participate in the management of the Trusts or in the decisions made by the Trustees. The Trustees (and the LLC Manager, if applicable) and the Asset Manager will not consult with the Investors when making decisions with respect to the Trusts and the Properties. The Signatory Trustee will be under no obligation to make its decision with respect to a prospective sale of a Property in accordance with the wishes of Investors. The Trustees of the Parent Trust may only be removed by Investors holding a majority of the Interests and only for Cause (i.e., if the Trustees of the Parent Trust have engaged in willful misconduct, fraud or gross negligence with respect to the Parent Trust).

The Trustees of the Parent Trust have limited duties to Investors, and may take actions that are not in the best interests of the Investors.

The Delaware Statutory Trust Act does not impose any fiduciary duty on the trustees, managers or owners of Delaware statutory trusts and permit the waiver of all fiduciary duties other than the implied duty of good faith and fair dealing. The Trustees of the Parent Trust do not owe any duties to the Investors other than those provided for in the Parent Trust Agreement. Specifically, the Trustees of the Parent Trust do not have a fiduciary duty to any Investors as would be applicable to a limited liability company or partnership and, therefore, may take actions that would not be in the best interests of one or more of the Investors. The Parent Trust Agreement provides that the Trustees of the Parent Trust will be individually answerable for their actions to the Investors only if, among other things, the Trustees engage in willful misconduct or gross negligence or any "prohibited action" under the Parent Trust Agreement, or they fail to use ordinary care in disbursing monies to Investors pursuant to the terms of the Parent Trust Agreement.

The Parent Trust is required to indemnify the Trustees of the Parent Trust.

The Trustees of the Parent Trust, and their respective owners, officers, directors, members, employees, agents and other affiliates, are indemnified by the Parent Trust from and against any liabilities, losses, claims, suits and expenses (including reasonable legal fees) that may be incurred or asserted against the Trustees in connection with the operation of the Trusts or the Properties. Such indemnification does not apply, however, if the claim, suit or liability results from, among other things, the willful misconduct or gross negligence of the Trustees, the engagement by the Trustees in any "prohibited action" under the Parent Trust Agreement, or the failure to use ordinary care in disbursing monies to Investors pursuant to the terms of the Parent Trust Agreement. To the fullest extent permitted by law, the Trustees will be entitled to advancement of expenses incurred in defending a claim prior to its final disposition, subject

to repayment if a court renders a final, non-appealable judgment that the applicable Trustee is not entitled to indemnification. A successful claim for such indemnification would decrease the value of an Interest by its pro rata share of the amount paid. See “SUMMARY OF TRUST AGREEMENT.”

The Trustees have limited authority, and the Parent Trust may face increased termination risk.

To comply with the tax law regarding exchanges under Section 1031, the Parent Trust structure prevents the Trustees of the Parent Trust from engaging in numerous actions, to the extent any such action would “vary the investment” of the Investors under Treasury Regulation Section 301.7701-4(c): (1) reinvesting money held by the Parent Trust except as provided in the Parent Trust Agreement; (2) renegotiating the terms of the Loans or taking advantage of favorable market conditions, by entering into new financing, or renegotiating any lease or entering into new leases except in the event of the bankruptcy or insolvency of a tenant; (3) making other than minor non-structural modifications of the Properties other than as required by law; (4) after the formation and capitalization of the Parent Trust, accepting any additional capital contributions from any Investor, or any contributions from any prospective new investor; or (5) taking any other action that, in the reasoned opinion of tax counsel to the Parent Trust, should be expected to cause the Parent Trust to be treated as a “business entity” for federal income tax purposes.

Accordingly, in order to be able to take the actions necessary to avoid a default under the Loan and a loss of a Property, each Trust may be converted into a Springing LLC, which would be governed by the terms of the Springing LLC operating agreement substantially in the form attached to the applicable Trust Agreement. However, as a result of such Transfer Distribution, the Investors will at such time no longer be considered to own, for federal income tax purposes, a direct ownership interest in the Property held by the Springing LLC. Because the Springing LLC will be treated as a partnership for tax purposes, it may not be possible for the individual Investors to do a tax-free exchange when a Springing LLC ultimately disposes of the Property.

Investors will not have legal title to the Properties.

Investors will not have legal title to the Properties. The Investors will not have the right to seek an in-kind distribution of the Properties or divide or partition the Properties. The Investors will not have the right to sell the Properties.

The Trustees, the Asset Manager, and the Property Manager will receive significant compensation, regardless of whether Investors have received distributions.

Regardless of the performance of the Properties, the Trustees, the Asset Manager and the Property Manager are entitled to receive significant fees and other compensation, payments and reimbursements. Those fees will be paid prior to any distributions to the Investors.

Risks Related to the Properties

There are inherent risks with real estate investments.

The investments by the Investors in the Parent Trust will be subject to the risks generally incident to the ownership of real property. Real property investments are subject to varying degrees of risk and are relatively illiquid. Several factors may adversely affect the economic performance and value of the Properties. These factors include without limitation:

- changes in the national, regional and local economic climate;
- local conditions such as an oversupply of similar properties or a reduction in demand for a Property;
- the attractiveness of the Properties to potential Tenants;
- the fluctuations in occupancy rates associated with self-storage properties;

- the ability to collect rent from the Tenants;
- changes in the availability and costs of financing, which may affect the sale of the Properties;
- eminent domain or condemnation actions against a Property;
- covenants, conditions, restrictions and easements relating to a Property;
- governmental regulations, including financing, environmental usage and tax laws, regulations and insurance;
- the ability of the Master Tenants to pay for adequate maintenance, insurance and other operating costs, including real estate taxes, which could increase over time;
- the relative illiquidity of real estate investments;
- changing market demographics;
- acts of nature, such as hurricanes, earthquakes, tornadoes and floods that may damage a Property and acts of nature such as a drought that could affect the value of real estate in the affected area including a Property; and
- the impact of an epidemic in the area in which a Property is located or a pandemic, which could severely disrupt the global economy.

Any negative change in the factors listed above could adversely affect the financial condition and operating results of the Properties and, in turn, the Trusts. The profitability of an investment in the Parent Trust will depend on factors such as these.

The value of the Properties over the term of the Parent Trust is not certain.

U.S. and international financial markets have been volatile, particularly over the last 15 years. The effects of this volatility may persist particularly as financial institutions respond to new, or enhanced, regulatory requirements and other national and international events affecting financial markets, all of which could impact the availability of credit and overall economic activity as a whole. Further, the fluctuation in market conditions makes judging the future performance of real estate assets difficult. In addition, increases in interest rates may cause a decrease in the future market value of the Properties, which may negatively impact the proceeds received by Investors upon a disposition of the Properties.

The long-term macroeconomic effects of the COVID-19 pandemic and any future pandemic or epidemic could have a material adverse impact on the financial performance and results of operations of the Properties.

While many of the direct impacts of the COVID-19 pandemic have eased, the longer-term macroeconomic effects on global supply chains, inflation, labor shortages and wage increases continue to impact many industries. Moreover, with the potential for new strains of COVID-19 to emerge, governments and businesses may re-impose aggressive measures to help slow its spread in the future. For this reason, among others, the potential global impacts are uncertain and difficult to assess.

Long-term macroeconomic effects, including such effects resulting from supply and labor shortages, of the COVID-19 pandemic may have an adverse impact on the performance of the Properties, and in turn the ability of the Master Tenants to meet its obligations under the Master Lease, and may have an adverse impact on the Trusts' ability to meet their business objectives.

The full extent of the impact and effects of COVID-19 will depend on future developments, including, among other factors, future variants of the virus, availability, acceptance and effectiveness of vaccines along with related travel advisories, quarantines and restrictions, the recovery time of the disrupted supply chains and industries, the impact of labor market interruptions, the impact of government interventions, and uncertainty with respect to the duration of the global economic slowdown. COVID-19, or any future pandemics or epidemics, and resulting impacts on the financial, economic and capital markets environment, and future developments in these and other areas present uncertainty and risk with respect to the performance and results of operations of the Properties.

Monetary policy and governmental intervention in response to high inflation may cause severe economic distress.

In 2008 and through early 2009, financial markets generally, and real estate in particular, were materially and adversely affected by significant declines in the values of nearly all asset classes due to a global financial crisis that resulted in a recession in the United States. In response to the recession, the United States Federal Reserve (the “**Federal Reserve**”) instituted certain changes in monetary policy that resulted in historically low interest rates for more than a decade. Additionally, in response to the serious economic disruptions caused by COVID-19, governmental authorities and regulators in the United States and around the world responded with significant fiscal and monetary policy changes, including by providing unprecedented direct capital infusions to individuals and into companies, introducing new monetary programs, and maintaining or lowering historically low interest rates. In the wake of these policies, global economies, including the United States, began to experience significant inflation not seen in a generation. In response to rapidly increasing inflation that has persisted in the United States throughout 2022, the Federal Reserve rapidly increased interest rates and is expected to continue to do so as long as rapid inflation continues unabated. Such action by the Federal Reserve has contributed to significant equity and credit market volatility and instability and may contribute to, or even cause, another recession in the United States.

Moreover, inability of the legislative and other branches of the US government to reach agreement on raising the federal debt ceiling and/or addressing continuing federal government deficits, with the possibility of mandated reductions in federal government operations and the threat, however remote, of a U.S. government default, could further destabilize equity and credit markets.

Should rampant inflation continue or monetary policy or government legislative deadlock contribute to, or cause, a recession or prolonged equity and/or credit market volatility, the Properties could see substantial reductions in occupancy, revenue, and/or market valuation, which could adversely affect the financial condition and operating results of the Properties and, in turn, the Trusts. Moreover, the resulting global financial, inflationary, stagflation, economic and social distress may materially and adversely affect the validity of the assumptions used as a basis for the Financial Forecast.

Financial institutions are subject to distress events, which may adversely affect the Trusts.

An investment in the Parent Trust is subject to the risk that one of the banks, brokers, lenders or other custodians (each, a “**Financial Institution**”) of some or all of the assets of the Trusts and/or the Master Tenants experiences insolvency, closure, receivership or other financial distress or difficulty, similar to that experienced by Silicon Valley Bank and Signature Bank in March 2023 (each, a “**Distress Event**”). Distress Events can be caused by factors including eroding market sentiment, significant withdrawals, fraud, malfeasance, poor performance or accounting irregularities. If a Financial Institution experiences a Distress Event, the Signatory Trustee, the Trusts and/or the Master Tenants may not be able to access deposits, borrowing facilities or other services, either permanently or for an extended period of time. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by organizations such as the Federal Deposit Insurance Corporation (“**FDIC**”), in the case of banks, and the Securities Investor Protection Corporation (“**SIPC**”), in the case of certain broker-dealers, amounts in excess of the relevant insurance are subject to risk of total loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose increased risk of loss. While in recent years governmental intervention has often resulted in additional protections for depositors and counterparties during Distress Events, there can be no assurance that such intervention will occur in a future Distress Event or that any such intervention undertaken will be successful or avoid the risks of loss, substantial delays or negative impact on banking or brokerage conditions or markets.

Any Distress Event has a potentially adverse effect on the ability of the Signatory Trustee to manage the Trusts and on the ability of the Signatory Trustee, the Trusts and the Master Tenants to maintain operations, which in each case could result in significant losses. Such losses could include a loss of funds, an obligation to pay fees and expenses in the event such party is not able to access its funds, and the inability to fulfill obligations or maintain operations. If a Distress Event leads to a loss of access to a Financial Institution's services, it is also possible that Trusts and/or the Master Tenants will incur additional expenses or delays in putting in place alternative arrangements or that such alternative arrangements will be less favorable than those formerly in place (with respect to economic terms, service levels, access to capital or otherwise). Although the Trusts and the Master Tenants expect to exercise contractual remedies under agreements with Financial Institutions in the event of a Distress Event, there can be no assurance that such remedies will be successful or avoid losses or delays. The Trusts and the Master Tenants are subject to similar risks if a Financial Institution utilized by investors in the Trusts or by suppliers, vendors, service providers or other counterparties of the Trusts or the Master Tenants becomes subject to a Distress Event, which could have a material adverse effect on the Trusts.

The Implications of the One Big Beautiful Bill Act on the Trust and the Property are uncertain.

On July 4, 2025, President Trump signed into law the sweeping federal legislation known as the "One Big Beautiful Bill Act" (the "**OBBBA**"), which introduces a broad range of economic, tax, and regulatory reforms that may significantly impact the real estate market. While the OBBBA provisions do not appear to have any direct implications for the Trust or the Property, it is currently impossible to predict what impact the OBBBA will have on the real estate market generally. Any negative impact could adversely affect the financial performance of the Property and the Trust.

Changes in U.S. trade policy may adversely affect the Trust and the value of the Property.

Changes in U.S. trade policy may adversely affect the Trust and the value of the Property. The U.S. government has, at various times, indicated its intent to revise trade agreements and impose tariffs on various imported goods and materials. Shifts in trade policy could lead to increased costs for imported goods and materials. In response to such policy changes, other countries may adopt retaliatory trade measures, which could make it more difficult or costly for U.S. companies to export products. These developments may also result in legal challenges, economic uncertainty, and disruptions in global supply chains.

Although companies may take reasonable precautions to mitigate the impact of trade policy changes on its business, no company can fully insulate itself from government policy changes, whether foreign or domestic. Changes to government policies may have a materially adverse impact on the financial condition and operations of the Trust and the Property. For example, the Trust and the Master Tenant may be impacted by broader economic consequences such as reduced consumer confidence, increased costs for key materials, reduced discretionary spending, volatility in interest rates, changes in labor costs and the availability of experienced employees, and other similar factors, which may adversely impact the financial performance or value of the Property.

The physical effects of climate change may have a material adverse effect on the Properties.

The Trust cannot predict with certainty whether climate change is occurring and, if so, at what rate. However, the physical effects of climate change could have a material adverse effect on the Properties. To the extent climate change causes changes in weather patterns, the Properties could experience increases in annual precipitation and storm intensity. Climate change may also have indirect effects on business by increasing the cost of or making property insurance unavailable on acceptable terms, increasing the cost of energy and increasing related costs at the Properties. Proposed legislation to address climate change could increase utility and other costs of operating the Properties which, if not offset by rising income, would reduce cash flow. There can be no assurance that climate change will not have a material adverse effect on the Properties.

The Trusts' operations are subject to significant occupancy rate fluctuations and other risks which are inherent in the self-storage industry.

As of September 30, 2025, the average physical occupancy rate for the Properties, based on the rentable square footage of the Properties (including the square footage of the storage units and the vehicle storage spaces), was approximately 90% occupied (92% at the Phoenix Property, 90% at the Longwood Property and 88% at the Dallas Property). All of the Rental Agreements are on a month-to-month basis. If a significant number of the current Tenants do not renew or extend their Rental Agreements or replacement tenants are not found, the operating results of the Properties could be substantially and adversely affected by the loss of revenue. In the event the cash flow for the Properties is impacted, the Master Tenants and the Trusts may not be able to pay expenses related to the Properties.

The financial performance of the Properties is dependent upon the Tenants.

The financial performance of the Properties, and in turn the ability of the Master Tenants to meet its obligations under the Master Leases, will depend on the performance of the Tenants and their payment of rent under their respective Rental Agreements. If a large number of Tenants default or become unable to make rental payments when due, decide not to renew their Rental Agreements or decide to terminate their Rental Agreements, this could result in a significant reduction in rental revenues, which could require the applicable Operating Trust or Springing LLC to contribute additional capital.

The ability of the Master Tenants, the Asset Manager or the Springing LLC(s) to retain current Tenants, and the ability of the Master Tenants, the Asset Manager or the Springing LLC(s) to attract new Tenants, if necessary, and for the Master Tenants, the Asset Manager or the Springing LLC(s) to increase rental rates as necessary, will depend on factors both within and beyond the control of the Master Tenants, the Asset Manager, and the Springing LLC(s). These factors include changing local demographic trends and traffic patterns, market conditions, neighborhood property values, local economic and social conditions, supply and demand for properties similar to the Properties, competition from similar properties, interest rates and real estate tax rates and assessments, governmental rules, regulations and fiscal policies, zoning restrictions and other easements, covenants and restrictions that affect title to the Properties, and the financial viability of the Tenants. The loss of Tenants and the inability to maintain favorable rental rates with respect to a Property would adversely affect the viability of the applicable Operating Trust and the value of such Property. Although insurance has been obtained with respect to the Properties to cover casualty losses and general liability and business interruption, no other insurance will be available to cover losses from ongoing operations. See "SUMMARY OF THE LEASES – Master Lease – *Insurance*." The occurrence of a casualty resulting in damage to a Property could decrease or interrupt the payment of Tenants' rent at such Property. In the event of an adverse effect on the income of the Trusts, the Trusts are not permitted to obtain additional funds through additional borrowings or additional capital, and could be required to effect a Transfer Distribution. If, after a Transfer Distribution, additional funds are not available from any source, the Springing LLC(s) would be forced to dispose of all or a portion of the applicable Property or Properties on terms that may not be favorable to the Investors. A Transfer Distribution may have adverse tax consequences for the Investors. See "FEDERAL INCOME TAX CONSEQUENCES."

There is significant competition among self-storage owners and operators and from other storage alternatives.

Each of the Properties competes with other owners and operators of self-storage properties in its market. The number of competing self-storage properties in the market could have a material effect on occupancy levels, rental rates and on the operating expenses of each of the Properties. It is possible that Tenants from a Property will move to existing or new self-storage facilities in the surrounding area, which could adversely affect the financial performance of such Property. The continued development of new self-storage properties has intensified the competition among storage operators in many markets. If competitors build new facilities that compete with a Property or offer space at rental rates below the rental rates charged at a Property, such Property may lose potential customers and its Master Tenant may be pressured to discount rental rates to retain customers.

The Properties may compete with the Affiliated Properties for the same pool of property management services and capital.

The Property Manager and other affiliates of the Sponsor provide, and expected to continue to provide, asset management and property management services to the Affiliated Properties as well as other self-storage properties, some or all of which may also compete for customers with the Properties. The Properties and the Affiliated Properties will share personnel and services affiliated with the Sponsor and there is no assurance that the allocation of such shared resources will be optimal for the Properties or equitable. Moreover, the Sponsor or the Sponsor's affiliates, may acquire other properties similar to the Properties in the same market.

The Parent Trust will depend on the Property Manager to maximize Tenant satisfaction at each of the Properties and any difficulties the Property Manager encounters in hiring, training, or retaining skilled personnel may have a negative adverse economic impact to the Master Tenants and, consequently, the Parent Trust and the Investors.

The customer service, marketing skills, knowledge of local market demand and competitive dynamics of the Property Manager will be contributing factors to the Master Tenants' ability to maximize rental income and to achieve the highest sustainable rent levels at each of the Properties. If the Property Manager is unable to successfully recruit, train, or retain skilled personnel, rental revenues at one or more of the Properties may be adversely affected, which could have a negative adverse economic impact to the Master Tenants and, consequently, the Parent Trust and the Investors.

The Properties may experience a greater level of vacancy than projected in this Memorandum.

The vacancy rate at the Properties may be higher than projected for purposes of the Financial Forecast attached as Exhibit C to this Memorandum. As of September 30, 2025, the average physical occupancy rate for the Properties (including the square footage of the storage units and the vehicle storage spaces), based on the rentable square footage of the Properties was approximately 90% occupied (92% at the Phoenix Property, 90% at the Longwood Property and 88% at the Dallas Property). In the event the Master Tenants are unable to lease the units or retain Tenants due to increased competition or other factors, and therefore is unable to pay Rent or satisfy their obligations under the Master Leases, the Trusts may experience loss of income and the rate of return to Investors may be lower than that targeted.

The operation of the Properties depend, in part, on the availability of public utilities and services, especially for water and electric power. Any reduction, interruption or cancellation of these services may adversely affect the Trusts and the Master Tenant.

Public utilities, especially those that provide water and electric power, are fundamental for the sound operation of the Properties. The delayed delivery or any material reduction or prolonged interruption of these services could allow the Tenants to terminate their leases or result in an increase in the Master Tenant's costs, as it may be forced to use backup generators.

An increase in real estate taxes may affect the operating results of the Properties and the Trusts.

The targeted income from the Properties is based on certain assumptions, including an increase in real estate taxes. However, from time to time the real estate taxes may increase further as property values or assessment rates change or for other reasons deemed relevant by the assessors. Real estate taxes may increase even if the value of a Property declines. An increase in the assessed valuation of a Property for real estate tax purposes will result in an increase in the related real estate taxes on such Property. In the event that the actual Uncontrollable Costs (which include real estate taxes and similar impositions) for any Lease Year for a Property exceed the Projected Uncontrollable Costs for such year for the Property, then the Master Tenants will be responsible for payment of such excess amount, but will be entitled to reimbursement of such excess amount by offsetting such amount against Additional Rent and, if necessary, Bonus Rent, which could adversely affect the financial condition and operating results of the applicable Operating Trust and the Parent Trust. See "SUMMARY OF THE LEASES – Master Lease."

The purchase price of the Interests includes fees and other charges.

The Sponsor increased the aggregate purchase price of the Interests, which includes the purchase price of the Properties, to cover selling commissions, loan fees, legal and accounting expenses and other costs associated with the acquisition of the Properties and the Offering. See “ESTIMATED SOURCES AND USES OF PROCEEDS.” These additional costs will cause the cost of an investment in an Interest to exceed the *pro rata* share of the market value of the Properties. In order to make a profit on a sale of the Properties or any Interest, the Investors will need to receive sufficient proceeds to recover the added acquisition costs included in the original purchase price, as well as: (1) the costs associated with their own attorneys and tax advisors; and (2) any costs related to the disposition of the Properties or Interest.

There is a general risk of investment in the Properties.

The financial performance of the Properties is subject to those risks typically associated with investments in real estate. Fluctuations in vacancy rates, rent schedules, and operating expenses can adversely affect operating results or render the sale or refinancing of a Property difficult or unattractive. No assurance can be given that certain assumptions as to the future levels of occupancy of the Properties, future rental appreciation, future cost of capital improvements or future costs of operating the Properties will be accurate since such matters will depend on events and factors beyond the control of the Trusts and the Investors. Such factors include continued validity and enforceability of the leases, vacancy rates for properties similar to the Properties, financial resources of tenants, rent levels at other housing properties located near the Properties, adverse changes in local population trends, market conditions, neighborhood values, local economic and social conditions, supply and demand for properties similar to the Properties, competition from similar properties, interest rates and real estate tax rates, governmental rules, regulations, and fiscal policies, the enactment of unfavorable real estate, environmental, zoning or hazardous material laws, uninsured losses, effects of inflation, and other risks.

Unanticipated capital expenditures, maintenance costs and Uncontrollable Expenses related to the Properties could affect Investors’ returns.

The Parent Trust will establish and maintain the Reserve Account to make funds available for Capital Expenses under the Master Lease, and the Operating Trusts may also become responsible for unanticipated costs under the Rental Agreements if the Tenants or the Master Tenants defaults under such Rental Agreements. In the event that the Reserve Account are not sufficient to pay for any costs incurred by the Operating Trusts in connection with their obligations with respect to the Properties or pursuant to the Master Leases, then the Investors’ returns will be reduced accordingly.

In addition, although the Master Leases provides that their Master Tenants are financially responsible for the real estate taxes, utility costs and Property insurance costs for each year up to the amount set forth in the Financial Forecast attached as Exhibit C to this Memorandum, the Trusts (and thus the Investors) will bear all such costs to the extent they exceed such projections. If that happens, amounts otherwise payable as Additional Rent and/or Bonus Rent will be reduced to reimburse the Master Tenants for such excess Uncontrollable Expenses.

Uninsured losses may adversely affect returns.

The Master Tenants obtained all insurance required under the Master Leases and the Loan Documents, including, without limitation, comprehensive, replacement cost casualty insurance with not less than 12 months of loss of rent coverage and personal liability and property damage insurance. The Operating Trusts are named as additional insureds or loss payees, as the case may be, on the insurance policies obtained by the Master Tenant. There can be no assurance that the insurance maintained by the Master Tenants will be sufficient to cover any particular liability or unanticipated loss. In addition, the particular risks that are currently insurable may not continue to be insurable on an economical basis or the necessary levels of coverage may not continue to be available. Subject to certain carve-outs as set forth in the Master Leases, each Master Tenant will be required to restore a Property in the event of a casualty regardless of whether insurance proceeds are sufficient for such purposes. Similarly, in the event of a taking of less than an entire Property and the applicable Master Lease is not terminated as to such Property in accordance with the terms thereof, the applicable Master Tenant will be required to restore such Property, and will have the right to utilize any condemnation award received, subject to the terms of the applicable Loan and discretion

of the Lender to apply the award amount to the restoration or Loan balance, in an amount equal to the cost of the restoration. However, in the event the cost of the restoration exceeds any award, the applicable Operating Trust will be required to pay for any deficiency. In the event a Master Lease is terminated as a result of a condemnation, there can be no assurance any condemnation award received will be equal to the value of the real estate taken. A Master Tenant's failure or refusal to rebuild such Property after a casualty or condemnation may result in a default by the applicable Operating Trust under its Loan Documents, which may permit the Lender to exercise its remedies under the Loan Documents.

As the result of a casualty, a Property may need to conform to then current zoning laws.

According to the Longwood Zoning Report, the current use of the Longwood Property is legal, but the Longwood Property is not in conformance with the current zoning code. The nonconforming aspects of the Longwood Property are that the landscape buffer along the southern and western property line is deficient by 6.45 feet and 10 feet respectively and the parking is deficient by 539 spaces and 9 ADA spaces. Thus, in the event of a casualty, the Longwood Property may be rebuilt, but will need to be in conformance with all existing Longwood Development Code.

According to the Phoenix Zoning Report, the current use of the Phoenix Property is legal, but the Phoenix Property is not in conformance with the current zoning code. The nonconforming aspects of the Phoenix Property are related to deficient parking, property line setback and interior parking landscaping and are due to changes in the zoning code that occurred subsequent to the development of the Phoenix Property. In the event the Phoenix Property is damaged by an event like a fire or flood, it can be restored to its original state without a use permit if the repair cost is less than 50% of the total reconstruction cost, subject to certain conditions. If the repair cost exceeds 50%, a use permit is needed before rebuilding.

Insurance proceeds may be insufficient to bring a Property into conformance with then current zoning laws, which may cause the Signatory Trustee to either: (1) convert the Trust to a Springing LLC; or (2) distribute tenant-in-common interests in the Trust Property to the Investors in proportion to their ownership of the Trust, which interests (and the Investors) would be subject to an agency and/or co-ownership arrangement and other agreements that are in form and substance satisfactory to the Signatory Trustee as determined in its discretion and materially consistent with the terms and conditions set forth in IRS Revenue Procedure 2002-22 or such other IRS guidance as may apply to the treatment of tenancy-in-common arrangements as direct interests in the underlying property for purposes of Code Section 1031. See "SUMMARY OF THE TRUST AGREEMENT – Termination in Certain Circumstances."

The locations of the Properties present certain risks, which could result in damage to such Properties.

According to the survey for the Longwood Property, the Longwood Property is in a Special Flood Hazard Area and in the 100-year flood area. The Phoenix Property is located in Wind Zone II (up to 200 miles per hour winds) and in a Special Wind Region and the Longwood Property is located in Wind Zone II (up to 160 miles per hour winds) and in a Special Wind Region and a Hurricane Susceptible Region. The respective Trusts will maintain levels of insurance as are necessary to insure against such risks. However, these risks may not continue to be insurable on an economical basis, or current levels of coverage may not continue to be available, which could result in unexpected costs to such Trust. See "DESCRIPTION OF THE PROPERTIES" for additional information related to the flood zones, seismic zones, and wind zones of the Properties.

The Trusts will not guarantee the condition of, or title to, the Properties.

The Trusts will not make any warranties or representations to the Investors regarding the condition of the Properties. A prospective Investor is investing in the Properties in an "as is" condition, on a "where is" basis and "with all faults," without any warranties of merchantability or fitness for a particular use or purpose.

In addition, each Property is subject to various matters affecting title, including but not limited to zoning ordinances, building codes and matters set forth in the applicable pro forma owner's title insurance policy and Survey, copies of which are available in the Investor Data Room. These matters may include, for example, easements, declarations, restrictions, agreements and other limitations on the right of the Trusts to construct, develop and use the

Properties and may impose certain maintenance obligations upon the Trusts. Documents related to the most significant matters affecting title are available in the Investor Data Room. In addition, other issues that are not disclosed by the policies or the Surveys may affect title. In connection with the acquisition of the Properties, the Operating Trusts obtained title insurance; however, the title is insured only in an amount equal to the purchase price of each Property, and not the full amount of the total acquisition cost. In the event that a known or new matter arises with respect to a Property, however, there is no guarantee that the title insurance will sufficiently protect the applicable Operating Trust against all title issues affecting such Property, that the title company will pay any claim, that the title insurance is sufficient to cover any damages, or that the Operating Trust will not incur costs in making a title insurance claim.

The existence of any environmental issues with the Properties may adversely affect the Trusts.

Federal, state and local laws may impose liability on a landowner for releases of or the presence on the premises of hazardous substances and petroleum, without regard to fault or knowledge of the presence of such substances. A landowner may be held liable for the presence of hazardous substances and petroleum that occurred before it acquired title and/or that occur during ownership of, even if the conditions are not discovered until after it sells, a property. If hazardous substances or petroleum are found at any time on a Property, the applicable Operating Trust may be found to be responsible for all or a portion of cleanup costs, fines, penalties and other costs regardless of whether the Operating Trust owned the Property when the releases occurred or such substances were discovered. Under the Federal Comprehensive Environmental Response, Compensation, and Liability Act (“**CERCLA**”) (which does not apply to petroleum contamination), as well as other federal and state environmental laws (many of which do apply to petroleum products), a purchaser of property may qualify for affirmative defenses to, and exemptions from liability. One of the factors often critical to the defense is obtaining, within 180 days before acquiring a property, a Phase I that qualifies as “All Appropriate Inquiry.”

A current Phase I for each Property has been obtained, which was performed in compliance with the standards of ASTM Practice E1527-21, which the USEPA and many states have recognized as adequate to demonstrate compliance with “All Appropriate Inquiry.” See “DESCRIPTION OF THE PROPERTIES – Environmental.”

The objective of each Phase I was to identify any Recognized Environmental Conditions (“**RECs**”), Historical RECs (“**Historical RECs**”), Controlled RECs (“**Controlled RECs**”) and/or any other environmental conditions (“**OECs**”), including but not limited to *de minimis* conditions (“**de minimis conditions**”) in connection with the applicable Property. A REC refers to “the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.” A Controlled REC refers to a REC “affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).” A Historical REC refers to “a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).” A Historical REC is not a recognized environmental condition. *De minimis* conditions are not RECs. *De minimis* conditions generally do not present a threat to human health and the environment and generally are not subject to enforcement action if brought to the attention of governmental agencies. Each Phase I categorizes *de minimis* conditions under the rubric of an OEC. OECs can also include environmental considerations beyond the scope of ASTM Practice E1527-21, such as the presence of asbestos-containing material (“**ACM**”), lead-based paint (“**LBP**”), radon, mold, and lead in drinking water, which can affect the liabilities and financial obligations of a property owner, the health and safety of site occupants, and the value and marketability of a property. Each Phase I, prepared by AEI, was timely conducted no more than 180 days prior to the Operating Trusts’ acquisition of the Properties.

A Phase I does not involve any invasive testing. A Phase I is limited to a physical walk through or inspection of the property and a review of the related governmental records. Consequently, there are no assurances that any actual environmental problems with or conditions on the Properties would be exposed by a Phase I.

In the event that environmental contamination consisting of hazardous substances or petroleum existed with respect to a Property when an Operating Trust acquired the Property, but which was not disclosed in the Phase I for the Property, and the contamination is subsequently discovered on the Property, the Operating Trust may be able to avail itself of the defenses to, and the exemptions from, liability that are available under CERCLA and other federal and state laws, since each Operating Trust acquired its Property within 180 days of the effective date of the Phase I and otherwise satisfied the conditions of “All Appropriate Inquiry.”

It is possible that an environmental claim may be raised in such a manner that the claim could become enforceable against an Operating Trust. The existence of any environmental issues with a Property may make it more difficult and more expensive, and perhaps impossible, to sell such Property. If losses arise from environmental matters, the financial viability of the environmentally-impacted Property may be substantially affected. In an extreme case, the impacted Property may be rendered worthless, or the applicable Operating Trust may be obligated to pay cleanup and other costs in excess of the value of the impacted Property.

Phoenix Property

The Phase I for the Phoenix Property did not identify any Controlled RECs, Historical RECs, or OECs. The Phase I identified a REC based on heavy oil staining observed in a landscaped area on the north side of the Property, likely resulting from illegal dumping of used oil. The Phase I concludes that groundwater impact is unlikely due to depth. The Phase I recommends removal and proper disposal of impacted soils and landscaping materials in accordance with regulatory requirements. The Phase I notes that further investigation would be required to determine the depth of impacted soils. The Phase I did not recommend any further investigation of the Phoenix Property at this time.

Longwood Property

The Phase I for the Longwood Property did not identify any RECs, Controlled RECs, or Historical RECs. The Phase I identified the following OECs:

The Property was historically submerged and filled prior to 1919 with unknown fill material, which could potentially contain metals or petroleum constituents. The Property is fully paved and developed for commercial use, so the Phase I concludes there is no immediate risk or action warranted. The Phase I notes that if future redevelopment occurs, soil characterization and proper management of any impacted soils is recommended.

The property is located within FEMA Flood Zone A (100-year flood zone), which may increase flood risk and could impact insurance and future development considerations. The Phase I did not recommend further investigation of the Longwood Property at this time.

Dallas Property

The Phase I for the Dallas Property did not identify any RECs, Controlled RECs, Historical RECs, or OECs. The Phase I did not recommend further investigation of the Dallas Property at this time.

The Properties may contain or develop harmful mold, which could lead to liability for adverse health effects and costs of remediating the problem.

The presence of mold at a Property could require the applicable Operating Trust to undertake a costly program to remediate, contain or remove the mold. Mold growth may occur when moisture accumulates in buildings or on building materials. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing because exposure to mold may cause a variety of adverse health effects and symptoms, including allergic or other reactions. The presence of mold at a Property could expose the applicable Operating Trust to liability to the Master Tenants and/or the Tenants at such Property if property damage or health concerns arise. Although mold is beyond the required scope of a Phase I, the Phase Is for the Properties considered mold as part of a non-scope consideration. The Phase Is for the Properties did not reveal any obvious (based on observed areas) visual or olfactory

indications of the presence of mold, nor did AEI observe obvious indications of significant water damage at the Properties.

The mold evaluation at the Properties was based on observation only. No sampling or assessment of inaccessible areas was performed.

The risks associated with storage contents may increase each Master Tenant's operating costs or expose each Master Tenant to potential liability that may not be covered by insurance, which may have a material adverse economic impact on such Master Tenant and, consequently, the Parent Trust and the Investors.

The Properties are leased directly to the Tenants who store their belongings without any immediate inspections or oversight from the Master Tenants or the Property Manager. The Property Manager may unintentionally lease space to groups engaged in illegal and dangerous activities. Although Tenants are required to sign an agreement stating that they will not store flammable, hazardous, illegal or dangerous contents in the self-storage units, neither the Trusts nor the Master Tenants or Property Manager can ensure that the Tenants will abide by such agreement. The storage of such materials might cause destruction to a Property or impose liability on the Trusts, the Master Tenant, or the Property Manager for the costs of removal or remediation if these various contents or substances are released on, from or in a Property, which may have a material adverse economic impact on the Master Tenants and, consequently, the Parent Trust and the Investors. Damage to storage contents may also occur due to, among other occurrences, the following: war, acts of terrorism, earthquakes, floods, hurricanes, pollution, environmental matters, fires or events caused by fault of a Tenant, fault of a third party or fault of the Property Manager. Such damage may or may not be covered by insurance maintained by the Trusts, if any. Tenants are required to maintain their own insurance coverage on storage contents. There is no guarantee that the insurance obtained by the Trusts or the Master Tenants would cover damage to Tenant property stored at the Properties, even if obtained. The costs associated with maintaining such insurance, as well as any liability imposed upon the Properties due to damage to storage contents, may have a material adverse economic impact on the Master Tenants and, consequently, the Parent Trust and the Investors.

Compliance with various laws could affect the operation of the Properties.

Various federal, state and local regulations, such as fire and safety requirements, zoning, environmental regulations, the Americans with Disabilities Act of 1990, non-discrimination and equal housing laws, land use restrictions and taxes affect the Properties. If a Property does not comply with these requirements, the applicable Operating Trust may incur governmental fines or private damage awards. New, or amendments to existing, laws, rules, regulations or ordinances could require significant unanticipated expenditures or impose restrictions on the development, construction or sale of a Property. These laws, rules, regulations or ordinances may adversely affect the ability of the Operating Trust to operate or sell its Property.

The Phoenix Trust may incur penalties, as provided by law, for any outstanding and uncured fire code violations. According to the Phoenix Assessment, there is a fire code violation on file with the Phoenix Fire Department. According to the Phoenix Fire Department's records, the Phoenix Property's sprinkler system was set to be tested and renewed as of October 31, 2023. Additionally, the "5-Year Sprinkler" was set to be tested and renewed as of November 27, 2024. Based on the Phoenix Trust's visual inspection of the 5-Year Sprinkler system, it appears that such sprinklers were inspected and tagged as such in October 2025.

The Phoenix Fire Department inspected the Phoenix Property on November 12, 2025. Per the inspection, the Phoenix Property requires the replacement of four sprinkler heads and the installation of three fire department connection signs. The Sponsor is working with the Phoenix Trust to make the necessary replacements and installations and anticipates that such repairs will be completed as soon as possible after the date of this Memorandum.

Self-storage facilities are required to be accessible. For facilities with less than 200 units, five percent (5%), but no fewer than one, spaces must be accessible. For facilities with more than 200 units, 10 spaces, plus two percent (2%) of the number of units over 200 must be accessible. The Operating Trusts have not installed the ADA accessible kits recommended by AEI. Accordingly, there are zero accessible units located at any of the Properties as of the date of this Memorandum and the Properties may not be in compliance with the ADA. The Operating Trusts have ordered the necessary ADA accessible kits and will install them at their respective Properties as soon as practicable after the date of this Memorandum.

A cybersecurity incident and other technology disruptions could negatively impact the Trusts' business and the Master Tenant's relationships with the Tenants.

The Trusts and the Master Tenants use computers in substantially all aspects of their business operations. The Property Manager also may use mobile devices, social networking and other online activities to connect with the Tenants. Such uses give rise to cybersecurity risks, including security breach, espionage, system disruption, theft and inadvertent release of information. The businesses of the Trusts, the Master Tenants and the Property Manager involve the storage and transmission of numerous classes of sensitive and/or confidential information and intellectual property, including Tenants' personal information. If the Trusts, the Master Tenants or the Property Manager fails to assess and identify cybersecurity risks associated with their operations, they may become increasingly vulnerable to such risks. Additionally, any measures already implemented to prevent security breaches and cyber incidents may not be effective. The theft, destruction, loss, misappropriation or release of sensitive and/or confidential information or intellectual property or interference with the information technology systems of the Trusts and the Master Tenant, or the technology systems of third parties on which the Trusts and the Master Tenants rely (including those of the Property Manager), could result in business disruption, negative publicity, brand damage, violation of privacy laws, loss of Tenants, potential liability and competitive disadvantage, any of which could result in a material adverse effect on the Trusts' financial condition or results of operations.

Terrorist attacks and other acts of violence or war may affect the Trusts' operations and profitability.

Any terrorist attack, other act of violence or war, including armed conflicts (including, without limitation, Russia's current invasion of Ukraine), could result in increased volatility in, or damage to, the United States and worldwide financial markets and economy. Increased economic volatility could adversely affect the Master Tenant's ability to pay its rents, which could affect the ability of the Properties to generate operating income and, therefore, the Operating Trusts' ability to pay distributions to the Parent Trust and, in turn, the Parent Trust's ability to pay distributions to the Investors.

Risks Related to the Financing

The Loans will reduce the funds available for distribution and increase the risk of loss.

Each Operating Trust owns, or will own, its Property subject to the applicable Loan. If there is a shortfall between the cash flow from the Properties and the cash flow needed to service the applicable Loan, then the amount of cash flow from operations available for distributions will be reduced. In addition, mortgage debt increases the risk of loss since any default under a Loan may result in the Lender initiating a foreclosure action. In such a case, the applicable Operating Trust could lose its Property, and the Investors could lose their investment in the Parent Trust attributable to such Operating Trust.

If an Operating Trust is unable to sell or otherwise dispose of its Property before the maturity date of its Loan, it may be unable to repay the Loan and may have to cause a Transfer Distribution.

Each Loan has, or will have, a seven-year term, subject to an automatic extension as described herein, which will be automatically extended for two additional twelve-month terms subject to the satisfaction of certain conditions described herein. The ability of the Operating Trusts to repay the Loans will depend in part upon the sale or other disposition of the Properties. There can be no assurance that a sale can be accomplished at a time or on terms and conditions that will permit the Operating Trusts to repay the outstanding principal amount of the Loans. Financial market conditions in the future may affect the availability and cost of real estate loans, making real estate financing difficult or costly to obtain for potential buyers of the Properties.

If a Property cannot be sold by the maturity date of the applicable Loan, then the Signatory Trustee of the applicable Operating Trust would likely determine that the Operating Trust is in danger of losing such Property due to a payment default under the Loan Documents and would cause a Transfer Distribution to the Springing LLC. The Springing LLC structure would allow the Signatory Trustee, which would then become the sole manager of the Springing LLC, to take actions that the Signatory Trustee in the DST structure could not, such as refinancing the applicable Loan. However, no assurances can be made that the terms of any new loan will be competitive with or

better than the terms of the Loans. Similarly, no assurances can be made that a sale of the Properties would not result in a loss for the Trusts. In addition, a Transfer Distribution may have adverse tax consequences for the Investors. See “FEDERAL INCOME TAX CONSEQUENCES.”

If the automatic extension of one or more Loan is triggered, the interest rate during the applicable Loan Extension Term may be higher than currently contemplated.

If one of or more of the Loans are extended beyond their Maturity Date, the interest rate applicable during each Loan Extension Term will be fixed at (i) SOFR on the applicable maturity date, rounded upward to the nearest one-hundredth of one percent (0.01%), plus (ii) 1.50%. SOFR is a relatively new benchmark rate and may experience volatility or changes in market perception. As a result, the interest expense during each Loan Extension Term could be higher than the anticipated rate, which may increase borrowing costs and adversely affect the financial condition of the Properties. There can be no assurance that the Master Tenants will make payments of Base Rent, Additional Rent or Bonus Rent, as such payments are contingent upon the successful operation of the Properties.

If the automatic extension of each Loan is not triggered pursuant to the terms of the applicable Loan Agreement, a Transfer Distribution may be necessary.

The term of each Loan will be automatically extended for each Loan Extension Term subject to the satisfaction of the following conditions: (1) no event of default has occurred and is continuing; (2) the Operating Trust’s representations and warranties must be materially true on key dates, unless updated due to changes that are not defaults, materially adverse, or covenant violations, as determined in good faith by the Lender; (3) the Operating Trust has provided to the Lender prior written notice acknowledging the extension in accordance with the Loan Agreement (with respect to the applicable Loan, no later than thirty days prior to the Maturity); (4) the Operating Trust has paid all amounts due under the Loan Documents, including the Lender’s reasonable legal and extension-related costs prior to the applicable extension; (5) the Operating Trust has paid all amounts due under the Loan Documents, including the Lender’s reasonable legal and extension-related costs prior to the applicable extension; and (6) the loan extension fee has been paid. If the automatic extension of any of the Loans is not triggered, a Transfer Distribution may be necessary if the applicable Property cannot be sold and the Loan cannot be refinanced.

The Loan Documents contain, or will contain, various restrictive covenants, and if an Operating Trust fails to satisfy or violates these covenants, the Lender may declare the applicable Loan in default.

The Loan Documents contain, or will contain, customary covenants, representations and warranties. If an Operating Trust fails to satisfy or violates the covenants and agreements in the Loan Documents, then the Lender may declare the applicable Loan in default. If an Operating Trust fails to cure a default within the time periods set forth in the Loan Documents, the Lender will have several remedies available, including foreclosing on the applicable Property or declaring all amounts due and payable. If the Lender were to foreclose on a Property or to declare a Loan due, the Investors could lose their entire investment in such Property. See “FINANCING TERMS – Covenants, Representations and Warranties.”

In certain events, the Lender may require that the insurance or condemnation proceeds be used to repay a Loan rather than repair or restore the applicable Property.

Each Loan Agreement requires, or will require, the applicable Operating Trust to maintain (or cause the applicable Master Tenant to maintain) specific types and amounts of insurance with respect to the applicable Property. Under the Loan Documents, in the event of a condemnation or casualty of a Property, the Lender will allow the insurance or condemnation proceeds to be used by the applicable Operating Trust to repair and restore such Property only under certain specified circumstances and subject to certain conditions. If these circumstances and conditions are not satisfied, the Lender may require that the insurance or condemnation proceeds be used to repay the applicable Loan. Consequently, the Investors could lose all or substantially all of their investment in such Property.

A failure to comply with reporting obligations of the Loan Documents may result in a default.

The Loan Documents contain, or will contain, several covenants requiring the Operating Trusts to prepare various financial and operating reports and statements. These reports and statements will be prepared by the Asset Managers or the Property Managers. If the Asset Managers or the Property Managers fail to prepare these reports or statements, that failure will result in a default under the Loan Documents, which may ultimately result in a foreclosure under one or both of the Loans.

Risks Related to the Master Leases and the Management of the Properties

The Master Tenants have limited capital.

Each Master Tenant will be capitalized with a Demand Note from the Operating Partnership as follows: \$441,000 with respect to the Phoenix Master Tenant, \$237,000 with respect to the Longwood Master Tenant, and \$322,000 with respect to the Dallas Master Tenant. The Operating Partnership is under no obligation to contribute capital to the Master Tenants other than the amount of their Demand Notes. If a Master Tenant needs funds to pay the Rent under its Master Lease or satisfy its other obligations under its Master Lease, it will need to call upon the Operating Partnership to contribute the amount of its Demand Note except to the extent of any net earnings the Operating Partnership may have retained in the Master Tenant. However, no assurance can be given that the amount of a Demand Note will be sufficient to enable such Master Tenant to pay rent or to fund its obligations under its Master Lease, or that the Operating Partnership will be able to fund such Demand Note if called upon by its Master Tenant to do so. If a Master Tenant is unable to pay the Rent or satisfy its obligations under its Master Lease, such Master Tenant would be in default under its Master Lease, and the Operating Trust would likely terminate the Master Lease, subject to the terms of the Loan Documents. In such event, the Operating Trusts (or the Springing LLC) may not be able to enter into a master lease for its Property on terms similar to its Master Lease.

There is no assurance that the Operating Partnership will fund the Demand Notes.

Each Master Tenant will be capitalized with a Demand Note from the Operating Partnership as follows: \$441,000 with respect to the Phoenix Master Tenant, \$237,000 with respect to the Longwood Master Tenant, and \$322,000 with respect to the Dallas Master Tenant. The Operating Partnership or its principals may capitalize other entities, including other master tenant entities, in a like manner in connection with other sponsored offerings. The Operating Partnership anticipates that in the future it may, through affiliates, master lease additional properties in transactions structured similarly to this Offering. There can be no assurance that the Operating Partnership will be able to fund any or all of the Demand Notes if called upon by a Master Tenant to do so. In the event a Master Tenant is unable to pay the Rent or satisfy its obligations under its Master Lease, the applicable Operating Trust may experience loss of income.

The Master Tenants may not perform under the Master Lease.

Each Master Tenant is a newly formed entity and has no operating history. Although the Properties are managed by the Property Manager, which has experience in managing other similar properties, no assurances can be given that the Properties will be operated properly or successfully. In addition, no person or entity has guaranteed payment of the rent or the performance of the obligations of a Master Tenant under its Master Lease. A significant financial problem with the Properties could adversely affect a Master Tenant's ability to satisfy its financial obligations under its Master Lease. Under each Master Lease, its Master Tenant is obligated to pay the Rent and the operating expenditures of the Properties (see "SUMMARY OF THE LEASES – Master Leases") regardless of whether the Properties are profitable. If a Property is performing poorly, for whatever reason, a Master Tenant may not be able to pay the Rent. Furthermore, if a Master Tenant is unable to pay the operating expenditures with respect to a Property, then (1) such Property may fall into disrepair, (2) a Master Tenant might be in default under Rental Agreements and be subject to remedies provided to Tenants under their respective leases, (3) the applicable Operating Trust might be in default under material agreements or easements encumbering such Property (copies of which are available in the Investor Data Room), which may subject such Property to the imposition of lien claims under certain circumstances, or (4) in the event of a failure to pay real estate taxes or assessments, such Property may be subject to foreclosure or seizure by the taxing authority. The Trusts' inability to act could require the Signatory Trustee to cause a Transfer Distribution to a Springing LLC in order to address these deficiencies. Prospective Investors must carefully evaluate

the personal experience and business performance of each Master Tenant, which is an affiliate of the Sponsor. See “MANAGEMENT” and “PRIOR PERFORMANCE OF THE SPONSOR AND ITS AFFILIATES.”

The Trusts may suffer adverse consequences due to the bankruptcy or insolvency of a Master Tenant.

The Trusts would be adversely affected if a bankruptcy or similar insolvency proceeding were initiated with respect to a Master Tenant. For example, a bankruptcy trustee appointed for a Master Tenant might attempt to reject one or more Rental Agreements. Further, as a result of the automatic stay provided for under the applicable bankruptcy laws, the Operating Trusts might not be able to enforce the Master Tenant’s obligations under its Master Lease, or reach rental payments being made by Tenants to the Master Tenant, which could negatively impact the Operating Trusts’ ability to receive rent with respect to its Property. Any such bankruptcy or similar insolvency proceeding could also result in an event of default under the applicable Loan Documents. In the event of the bankruptcy or insolvency of a Master Tenant, the respective Operating Trust would be able to terminate its Master Lease and either succeed to the Master Tenant’s interest in the Rental Agreements or negotiate new leases with the Tenants. However, due to the nature of the Properties and the Rental Agreements, if an Operating Trust were unable to obtain a replacement Master Tenant, the Signatory Trustee may have to cause a Transfer Distribution to a Springing LLC to enable it to renegotiate and renew the Rental Agreements and enter into new Rental Agreements on an ongoing basis. Nevertheless, there is no guarantee that an Operating Trust (or the Springing LLC(s)) would be successful in succeeding to the Master Tenant’s interest in the Rental Agreements or entering into new Rental Agreements.

There is no assurance that the Master Tenants will pay Rent.

There can be no assurance that the Master Tenants will make payments of Base Rent, Additional Rent or Bonus Rent, as such payments are contingent upon the successful operation of the Properties.

The Trusts rely on the Asset Manager to manage their assets and day-to-day operations.

The Parent Trust has entered into the Asset Management Agreement with the Asset Manager for the management of the day-to-day affairs of the Trusts. The Asset Manager’s duties generally are to provide asset management services for the Trusts and to advise the Trusts on the optimal manner in which to manage, operate, maximize income from and/or dispose of the Properties in accordance with the Trust Agreements, the Master Lease, applicable governmental requirements and the terms and provisions of the Asset Management Agreement. As a result, a prospective Investor should not purchase the Interests unless the prospective Investor is willing to entrust all the aspects of the assets and finances of the Properties to the Asset Manager. If the Asset Manager fails to properly manage the assets or finances or other aspects of the Properties, then an Investor’s investment may be adversely impacted, and the Investor may not achieve the expected return, if any, on its Interest. See “MANAGEMENT – Asset Management” for information regarding the Asset Manager. If the Asset Manager is not successful in operating and managing the Properties, then an Investor’s Interest may be adversely impacted, and the Investor may not achieve the expected return, if any, on its Interest.

The Master Tenants rely on the Property Manager to manage the Properties.

Each Master Tenant has entered into a Property Management Agreement with the Property Manager. During the term of the Property Management Agreements, the Property Manager has the exclusive right to manage and operate the Properties. The Property Manager may also retain independent contractors, which may be affiliates, to provide services. Accordingly, a prospective Investor should not purchase the Interests unless such prospective Investor is willing to entrust all such aspects of management and operation of the Properties to the discretion of the Property Manager. A prospective Investor must carefully evaluate the personal experience and business performance of the principals of the Property Manager. See “MANAGEMENT – Property Management” for information regarding the Property Manager. If the Property Manager is not successful in operating and managing the Properties, then an Investor’s Interest may be adversely impacted, and the Investor may not achieve the expected return, if any, on its Interest.

The Sponsor, the Signatory Trustee, the Master Tenants, the Asset Manager and the Property Manager are subject to various conflicts of interest.

The Sponsor, the Signatory Trustee, the Master Tenants, the Asset Manager and the Property Manager and their respective affiliates are subject to conflicts of interest between their activities, roles and duties for other entities and the activities, roles and duties they have assumed on behalf of the Trusts (or the Master Tenant). Conflicts exist in allocating management time, services and functions between their current and future activities and the Trusts. None of the management arrangements or agreements is the result of arm's-length negotiations. See "CONFLICTS OF INTEREST" for additional discussion.

The Master Tenants are subject to additional conflicts of interest with respect to an OP Transaction.

The Master Tenants are owned and managed by an affiliate of the Sponsor. Each Master Tenant leases its Property from the Trusts and subleases or rents the self-storage units and vehicle storage spaces at the Properties to Tenants. Each Master Tenant is entitled to retain as profit the net after tax positive difference between its income from the Rental Agreements and its payment obligations under its Master Lease.

In the event of an OP Transaction, Investors would not have the right to continue to hold their Interests and would either receive OP Units or cash (or both, for those Investors that elect to receive a mix of both cash and OP Units in such transaction). In the event that an Investor elects to exchange his, her or its Interest for OP Units, such Investor will receive an amount of OP Units with an aggregate value equal to the Investor's interest in the Parent Trust. In the event that the Investor elects to have the Operating Partnership acquire his, her or its Interest for cash, the Investor will be entitled to receive an amount of cash equal to the Investor's interest in the Parent Trust.

Because the fair market value of each Investor's interest in the Parent Trust will be determined as of the Valuation Date, the Master Tenants may have an incentive to delay making improvements or taking other actions that might increase the value of the Properties if the Operating Partnership intends to acquire the Properties from the Trusts (subject to the agreement of the Signatory Trustee), provided, however, that to the extent expenditures for any such improvements would be Capital Expenses, the costs for such improvements would effectively be borne by the Parent Trust (and thus the Investors) and not the Operating Partnership if undertaken prior to any such transaction. Such decisions may be inconsistent with the long-term goals of the Investors as they may decrease the fair market value of the Properties or increase the risk associated with the Tenants or the Properties.

Actual results may differ from those targeted in this Memorandum.

The anticipated results of operations included in this Memorandum and all other materials or documents supplied by the Parent Trust are based upon current estimates of income and expenses relating to the operation of the Properties as well as other assumptions, including the specific assumptions set forth on Exhibit C. The Financial Forecast attached as Exhibit C to this Memorandum should be considered speculative and is qualified in its entirety by the assumptions, information and risks disclosed in this Memorandum. The assumptions and facts upon which the Financial Forecast is based are subject to variations that may arise as future events actually occur. There is no assurance that actual events will correspond with these assumptions. Potential Investors are advised to consult with their tax and business advisors concerning the validity and reasonableness of the factual, accounting and tax assumptions. Any return to the Investors on their investment will depend on the ability of the Signatory Trustee (or the LLC Manager, as applicable), the Master Tenants and the Property Manager to operate the Properties profitably and ultimately sell the Properties at a profit, which, in turn, will depend upon economic factors and conditions beyond its control. A variety of factors, including, without limitation, any of the following, may cause actual results to differ:

- (1) actual expenses may exceed anticipated expenses;
- (2) capital expenditures and unanticipated costs may exceed the amount placed in the Reserve Account;
- (3) rental rates may not reach anticipated levels;

- (4) rent may be collected later than anticipated, due to the failure of the Master Tenants or the Tenants to make such payments when due; and
- (5) the Tenants may be entitled to terminate their respective Rental Agreements or abate, withhold, reduce or not pay rent in certain circumstances in accordance with the Rental Agreements, including certain events of casualty, condemnation, or environmental remediation.

Therefore, the actual results achieved during the life of the ownership of the Properties may vary from the Financial Forecast attached as Exhibit C to this Memorandum, and the variation may be material. As a result, the rate of return to Investors may be lower than that targeted. Neither the Parent Trust nor any other person or entity makes any representation or warranty as to the future profitability of an investment in an Interest.

Investors may not recover all or any portion of their investment in a sale of the Properties.

Any proceeds realized from the sale of the Properties will be distributed to the Investors in accordance with their respective Interests, but only after payment of any loan then outstanding on the Properties, expenses of the transaction, including a broker's fee and a disposition fee to the Asset Manager, and satisfaction of the claims of any other third-party creditors. The Asset Manager will have the exclusive right to retain the listing broker, and accordingly the Investors will have no power to designate a listing broker of their choosing. The ability of the Investor to recover all or any portion of the Investor's investment through a sale will therefore depend on the amount of net proceeds realized from such sale and the amount of claims to be satisfied therefrom. There can be no assurance that the Investors will receive any proceeds from the sale of the Properties.

The Operating Trusts did not obtain audited results of historical operations for the Properties in connection with their acquisition of the Properties.

The Operating Trusts did not obtain audited results of historical operations for the Properties in connection with their acquisition of the Properties and relied only on unaudited financial information provided by the Sellers, each of which is an affiliate of the Sponsor. Consequently, there is less certainty regarding the prior economic operating history for the Properties.

The Parent Trust is not obligated to provide Investors with audited financial statements for the Properties.

The Parent Trust is not obligated to make audited financial statements available to the Investors with respect to the Properties. Instead, the Sponsor expects that it will provide periodic internally prepared financial statements. Given the scope of the internally prepared financial statements, it may be costly and difficult to verify the accuracy of certain financial reports detailing the operations of the Properties.

Risks Related to the Offering

There is no public market for the Interests.

An Investor will be required to represent that the Investor is acquiring the Interests for investment purposes and not with a view to distribution or resale, and the Investor can bear the economic risk of investment in the Properties for an indefinite period of time. The Interests are being offered and sold pursuant to exemptions from the registration provisions of federal and state law. Accordingly, the Interests are subject to restrictions on transfer. Even if these transfer restrictions expire or are not applicable to a particular Investor, there is no public market for the Interests, and neither the Sponsor nor the Parent Trust will take any steps to develop a market. Investors should expect to hold their Interests for a significant period of time.

The Interests are not registered with the SEC or any state securities commissions.

The Interests have not been, and will not be, registered with the SEC or any state securities commission. The Interests are being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to a prospective Investor meeting the suitability requirements

set forth herein. Since this is a nonpublic offering and, as such, is not registered under federal or state securities laws, a prospective Investor will not have the benefit of review or comment by the SEC or any state securities commission. The terms and conditions of the Offering may not comply with the guidelines and regulations established for real estate programs that are required to be registered and qualified with those agencies.

If the Parent Trust fails to comply with the requirements of the exemptions related to the Interests, the Parent Trust could suffer material adverse effects.

The Interests are being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to a prospective Investor meeting the suitability requirements set forth herein. If the Parent Trust should fail to comply with the requirements of such exemption, Investors may have the right, if they so desired, to rescind their purchase of an Interest. This might also occur under the applicable state securities laws and regulations in states where an Interest will be offered without registration or qualification pursuant to a private offering or other exemption. If this were the case and a number of Investors were successful in seeking rescission, the Parent Trust would face severe financial demands that would adversely affect the Parent Trust as a whole and, thus, the investment in Interests by the remaining Investors.

Investors have limited rights under the Purchase Agreement.

In order to acquire the Interests, each Investor will execute the Purchase Agreement, which limits Investor rights by, among other things, eliminating any right to jury trial and mandating that any dispute arising under the Purchase Agreement be subject to binding arbitration. Thus, by making an investment in the Interests, Investors are waiving rights they would otherwise have in a dispute with the Parent Trust or the Sponsor or their affiliates.

An Investment in the Interests is not a diversified investment.

An Investor will acquire the Interests in the Parent Trust, the assets of which consist solely of the beneficial interests in the Operating Trusts, which own the Properties subject to the Master Lease. Thus, an investment in the Interests will not be diversified as to the type of asset, geographic location or the tenant mix.

Investors may not realize a return on their investment for years, if at all.

An Investor may not realize a return on the Investor's investment and could lose the entire investment. For this reason, a prospective Investor should carefully read this Memorandum and should consult with the prospective Investor's attorney, tax advisor, and business advisor prior to making the investment.

The Parent Trust is not providing the prospective Investors with separate legal, accounting or business advice or representation.

The Parent Trust, the Signatory Trustee and their respective affiliates are not represented by separate counsel. Further, the Parent Trust's and the Signatory Trustee's counsel and accountants have not been retained, and will not be available, to provide legal counsel, tax advice or accounting advice to prospective Investors.

Certain information is not required to be provided to investors in a private offering.

Since this Offering is a private offering and the Interests are only being offered to Accredited Investors, certain information that would be required if the Offering were public or not so limited has not been included in this Memorandum, including but not limited to audited financial statements. Thus, prospective Investors will not have this information available to review when deciding whether to invest in an Interest.

One or more affiliates of the Sponsor owns, or will own, Interests, which could result in potential conflicts of interest.

There is no minimum amount of Offering proceeds that must be raised, or minimum number of Investors required in connection with this Offering. Accordingly, if the Managing Broker-Dealer is unable to sell all of the

Interests offered herein, the Depositor and/or its affiliate will own the remaining Interests, provided that the holder of such unsold Interests (whether the Depositor or otherwise) reserves the right to sell or otherwise transfer such unsold Interests, to persons affiliated with the Sponsor or otherwise, whether pursuant to a secondary offering or otherwise. Additionally, Blue Door Holdco expects to continue to own its 1% beneficial interest in the Parent Trust after the completion of the Offering. The ownership of the Interests by these entities involves certain risks that potential Investors should consider, including, but not limited to, the fact that there may be conflicts of interest between the objectives of the Investors and those of the Depositor and its affiliates, or, if the Offering is not fully subscribed, that a significant amount of the Interests will not have been acquired by disinterested investors after an assessment of the merits of the Offering.

Tax Risks

There are substantial issues associated with the federal income tax aspects of a purchase of an Interest, especially if the purchase is part of a Section 1031 Exchange. The following risk factors summarize some of the tax risks to an Investor. A further discussion of the tax aspects (including other tax risks) of a purchase of an Interest is set forth under "FEDERAL INCOME TAX CONSEQUENCES." Because the tax aspects of this Offering are complex and certain of the tax consequences may differ depending on individual tax circumstances, each prospective Investor is strongly encouraged to consult with and rely on his, her or its own tax advisor about the tax aspects of this Offering in light of that Investor's individual situation. No representation or warranty of any kind is made with respect to the IRS' acceptance of the treatment of any item by an Investor.

THE DISCUSSION SET FORTH HEREIN IS NOT ADVICE INTENDED TO BE RELIED UPON AND USED, AND CANNOT BE USED BY ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING ANY PENALTIES IMPOSED ON THE TAXPAYER. THIS SECTION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS CONTEMPLATED BY AND DESCRIBED IN THIS MEMORANDUM. EACH PROSPECTIVE INVESTOR SHOULD SEEK ADVICE BASED ON THE PROSPECTIVE INVESTOR'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR CONCERNING THE INCOME AND OTHER TAX CONSEQUENCES OF PARTICIPATION IN THIS INVESTMENT.

Acquisition of the Interests may not qualify as a Section 1031 Exchange.

The Interests may not qualify under Section 1031 for tax-deferred exchange treatment and a portion of the proceeds from an Investor's sale of his, her or its Relinquished Property could constitute taxable "boot" (as defined herein). Whether any particular acquisition of Interests will qualify as a Section 1031 Exchange depends on the specific facts involved, including, without limitation, the nature and use of the Relinquished Property and the method of its disposition, the use of a qualified intermediary and a qualified exchange escrow and the lapse of time between the sale of the Relinquished Property and the identification and acquisition of the replacement property. Neither the Parent Trust nor its affiliates or agents is examining or analyzing any prospective Investor's circumstances to determine whether it qualifies under Section 1031. Moreover, no opinion or assurance is being provided to the effect that any individual prospective Investor's transaction will qualify under Section 1031. Such examinations or analyses are the sole responsibility of each prospective Investor, who should consult with the Investor's own legal, tax, accounting and financial advisors before purchasing an Interest. If the factors surrounding a prospective Investor's disposition of the Relinquished Property and the Investor's acquisition of the Interests do not meet the requirements of Section 1031, the disposition of the Relinquished Property will be taxed as a sale and the IRS will assess interest and possibly penalties for failure to timely pay such taxes. See the Tax Opinion, a copy of which is attached as Exhibit B to this Memorandum. Also, merely designating an Interest in connection with an Investor's Section 1031 Exchange does not assure the Investor that there will be Interests available to purchase when the Investor executes the Investor Questionnaire and Purchase Agreement and actually causes his, her or its qualified intermediary to transfer funds to complete the purchase of the Interests.

On July 20, 2004, the IRS issued Revenue Ruling 2004-86, 2004-2 C.B. 191, which held that, assuming the other requirements of Section 1031 are satisfied, a taxpayer's exchange of real property for an Interest in the Delaware statutory trust described in the ruling (the "DST") satisfies the requirements of Section 1031. The IRS based its holding on the following conclusions: (1) the DST is treated as an entity separate from its owners (and not as a co-ownership or agency arrangement); (2) the DST is an "investment" trust and not a "business entity" for federal income tax purposes; (3) the DST is a "grantor trust" for federal income tax purposes, with the holders of interests in the DST

treated as the grantors of the DST; and (4) the holders of interests in the DST are treated as directly owning interests in real property held by the DST. Because the holding of Revenue Ruling 2004-86 is based on certain factual assumptions regarding the DST, not all of which apply to the Trusts, and because there are provisions in the Trust Agreements which are not mentioned in the limited facts laid out in the ruling, there can be no guarantee that the Interests will satisfy the requirements of Section 1031. For example, the facts in the ruling neither expressly permit nor prohibit: (a) conversion of the DST to a limited liability company; (b) the fact that the Signatory Trustee is related to the Depositor; (c) any Interest retained by the Depositor or its affiliates; or (d) the leasing of the Properties by the Operating Trusts pursuant to its Master Lease to its Master Tenant, which is a special purpose entity affiliated with the Sponsor, including the mechanism set forth in the Master Leases for the calculation of the Rent payable by the Master Tenant to its Operating Trusts.

A delayed closing on the acquisition of an Interest could adversely affect the qualification of an exchange under Section 1031.

Investors who are completing Section 1031 Exchanges should be aware that closing on their replacement property must occur before the earlier of: (1) the day which is 180 days after the date on which the taxpayer transferred the Relinquished Property in the exchange; or (2) the due date (determined with regard to extension) for the taxpayer's return for the taxable year in which the transfer of the Relinquished Property occurs. No extensions will be granted or other relief afforded to taxpayers who do not satisfy this requirement. Therefore, a delayed closing on the acquisition of an Interest could adversely affect the qualification of a Section 1031 Exchange.

Replacement property identification rules are complex and may be strictly construed.

Strictly construed, Section 1031 generally permits taxpayers to identify up to three replacement properties (the “**three-property rule**”), without regard to the fair market value of those properties. In addition, taxpayers may identify any number of properties so long as their aggregate fair market value at the end of the identification period does not exceed 200% of the value of the Relinquished Property on the date it was transferred (the “**200% rule**”). If the three-property rule and 200% rule are violated, an Investor will still be treated as properly identifying any replacement property identified before the end of the identification period and received before the end of the exchange period if the fair market value of the replacement property received is at least 95% of the aggregate fair market value of all identified replacement property. These identification rules are strictly construed and your exchange will be totally disqualified if you fail to comply with these requirements or do not meet the applicable deadlines under Section 1031. Prospective investors should consult with their own tax advisors prior to identifying the Interests as replacement property.

Funds from a Section 1031 Exchange may not be used for certain costs associated with the Properties.

Under certain conditions, closing and carrying costs, loan fees and costs, leasing reserves and other reserves, may not constitute property that is like-kind to real property for purposes of Section 1031. The Sponsor has attempted to structure the offering of the Interests so that such costs will be incurred by the Sponsor in connection with its syndication and offering of the Interests. You must consult your own tax advisor regarding the proper tax treatment of these costs.

In the event of an OP Transaction, the Investors who become OP Unit holders will not be able to effectuate future Section 1031 Exchanges in connection with subsequent dispositions of the OP Units.

Although the Operating Partnership has no current intent to acquire the Properties pursuant to an OP Transaction, in the event of an OP Transaction, each Investor (who does not elect to be a Cash Recipient) will receive OP Units in exchange for his, her or its Interests (whether Class T OP Units or such other class of OP Units as the Investor may select subject to satisfying certain criteria), and such Investor will not be able to effectuate a future Section 1031 Exchange in connection with a subsequent disposition of the OP Units because the OP Units are partnership interests (as opposed to interests in a fixed investment trust, such as the Interests) and, therefore, do not qualify under the rules of Section 1031.

On the other hand, and assuming all other requirements of a valid Section 1031 Exchange have been met, if an Investor instead elects to be a Cash Recipient, then he, she or it may preserve his, her or its ability to continue to defer gain through a Section 1031 Exchange. However, this would require careful planning such that the Investor's election to be a Cash Recipient is part of a properly structured Section 1031 Exchange that meets all of the other requirements of compliance with Section 1031. Whether any particular plan which includes the disposition of the Interests for cash in connection with an OP Transaction would constitute a valid Section 1031 Exchange depends on the specific facts involved, including, without limitation, the use of a qualified intermediary and a qualified exchange escrow, and the lapse of time between the disposition of the Interests and the identification and acquisition of the replacement property.

Each prospective Investor must seek the advice of a qualified tax advisor as to the potential implications of Section 1031 in connection with an OP Transaction.

State laws may differ.

Some states adopt Section 1031 in whole, other states adopt it in part and still other states impose their own requirements to qualify for deferral of gain under state law. In addition, while many states follow federal tax law by treating the owner of an interest in a fixed investment trust as owning an interest in the assets held by the trust, other state laws may differ and could result in the imposition of income or other taxes on such entities. Therefore, each Investor must consult the Investor's own tax advisor as to the qualification of a transaction for deferral of gain under state law.

Tax-exempt Investors may incur UBTI.

Tax-exempt Investors may have UBTI (subject to tax at corporate rates) from the Properties. UBTI may be generated by any fees for services paid to the Trusts or from other sources such as parking revenue and services provided to tenants. The Signatory Trustee will not be liable for the recognition of any UBTI by an Investor with respect to an investment in the Interests, and potential Investors can expect some or all of their profits from the Parent Trust to be UBTI. Each Benefit Plan Investor should consult with its own tax advisor regarding the federal, state, and local tax considerations applicable to an investment in the Interests.

The conversion of a Trust to a Springing LLC or the contribution of a Property to a Springing LLC may have adverse tax consequences to Investors.

If a Trust is converted to a Springing LLC, the applicable Trust Property (as defined in the Trust Agreements) will be transferred from the Trust to the Springing LLC and the membership interests in the Springing LLC will be held by the Investors. It is anticipated that the Signatory Trustee will serve as the manager of any Springing LLC. Under current law, such a transfer generally should not be subject to federal income tax pursuant to Code Section 721. The Transfer Distribution could be subject, however, to state or local income, transfer or other taxes. In addition, there can be no assurances that the transfer will not be taxable under the federal income or other tax laws in effect at the time the transfer occurs. Because the conversion of a Trust to (or the formation of) a Springing LLC could occur in several situations, it is not possible to determine all of the potential tax consequences to the Investors.

If a Trust is converted into a Springing LLC or a Property is contributed to a Springing LLC, the Investors' ownership Interests in the Springing LLC will not qualify for tax-deferred exchange treatment under Section 1031.

If a Trust is converted to a Springing LLC, the Investors will hold membership interests in the Springing LLC, which cannot be transferred in an exchange that qualifies for tax-deferred exchange treatment under Section 1031. If, after the conversion of a Trust into a Springing LLC (or the formation of a Springing LLC), the Investors wish to engage in a tax-deferred exchange of their indirect interests in the Property or Properties held by the Springing LLC, the LLC Manager may be able to convert the Investors' interests in the Springing LLC into (or exchange them for) direct interests in the Property or Properties or adopt some other tax strategy to accomplish the tax-deferred exchange. However, there can be no guarantee that this can or will be accomplished.

The conversion of an Operating Trust in whole or in part to a tenancy in common arrangement may have adverse tax consequences to Investors.

The Operating Trust may be converted to a tenancy in common arrangement (a “**TIC Arrangement**,” and such conversion, a “**TIC Conversion**”). In the event of a TIC Conversion, the Signatory Trustee would distribute the applicable Property to the Investors and establish a co-ownership agreement and other agreements governing the TIC Arrangement and the Investors’ ownership of such Property that, as determined in its sole discretion, are materially consistent with the terms and conditions set forth in IRS Revenue Procedure 2002-22 or such other IRS guidance as may apply to the treatment of a TIC Arrangement as the direct ownership of its underlying property. Nevertheless, there can be no assurance that the TIC Arrangement would not be classified as a partnership (rather than as direct undivided ownership of the applicable Property) if challenged by the IRS.

Any amounts treated as “boot” will be taxable to Investors.

If, in a Section 1031 Exchange, money is received or deemed received in addition to the like-kind property (referred to as “**boot**”), then gain on the Relinquished Property is recognized up to the amount of boot. Although there is no direct authority on point (other than certain potentially favorable authority that allows taxpayers to treat certain transaction expenses as reducing amounts otherwise taxable as boot in a Section 1031 Exchange), prospective Investors should be aware that the IRS may take the position that certain costs paid or deemed paid from money received from the sale of the Relinquished Property are boot and, therefore, income to the Investors. For example, the IRS may contend that some amounts paid into the Reserve Account and amounts paid in connection with the Offering constitute boot received by the Investors and not a reinvestment in real estate.

Passive activity, at risk, and excess business loss rules may limit losses.

Losses from passive trade or business activities generally may not be used to offset “portfolio income,” such as interest, dividends and royalties, or salary or other active business income. Deductions from passive activities, including interest deductions attributable to passive activities generally may only be used to offset passive income. Passive activities include: (1) any activity which involves the conduct of any trade or business and in which the taxpayer does not “materially participate” (a statutorily-defined test); and (2) rental activities (subject to an exception for taxpayers who qualify as real property operators under certain statutory tests). Subject to satisfaction of the real property operator test and the material participation test, an Investor’s income and loss from an investment in an Interest, if any, will constitute income and loss from passive activities. However, the rules regarding the deductibility of passive losses (whether from an investment in an Interest, or from another passive activity that potentially could be used to offset income from an investment in an Interest) are complex and vary with the facts and circumstances particular to each Investor. Prospective Investors should consult their tax advisors with respect to the tax consequences to them of the rules described above.

In addition, an Investor that is an individual or closely held corporation will be unable to deduct losses from the Parent Trust, if any, to the extent such losses exceed the amount the Investor is considered “at risk” under the Code. Losses not allowed under the at-risk provisions may be carried forward to subsequent tax years and used when the Investor’s amount “at risk” increases or when the Investor generates gain on the disposition of the activity. However, the rules regarding the applicability of the at risk rules to a particular Investor are complex and vary with the facts and circumstances particular to each Investor. Prospective Investors should consult their tax advisors with respect to the tax consequences to them of the rules described above.

For tax years beginning after December 31, 2020, excess business losses of a taxpayer other than a corporation are not allowed for the taxable year. Such losses are carried forward and treated as part of the taxpayer’s net operating loss carryforward in subsequent taxable years. An excess business loss for the taxable year is the excess of aggregate deductions of the taxpayer attributable to trades or businesses of the taxpayer over the sum of aggregate gross income or gain of the taxpayer plus a threshold amount. The threshold amount for 2024 is \$305,000 (or twice the applicable threshold amount in the case of a joint return). The threshold amount is indexed for inflation. In the case of a partnership or S corporation, the provision applies at the partner or shareholder level. The provision applies after the application of the passive loss rules.

Income and gain from passive activities may be subject to the Medicare contributions tax.

Certain Investors who are U.S. individuals, estates, or trusts (including those that would own their Interests through an entity treated as a partnership or S corporation for U.S. income tax purposes) are subject to the Medicare Contributions Tax, which imposes a 3.8% tax on the lesser of (1) “net investment income” for the relevant taxable year and (2) the excess of modified adjusted gross income for the taxable year over a certain threshold of certain U.S. individuals and on the lesser of (a) the undistributed “net investment income” for the relevant tax year and (b) the excess of the “adjusted gross income” for such taxable year over the dollar amount at which the highest tax bracket in Code Section 1(e) begins for such taxable year of certain estates and trusts. Among other items, “net investment income” generally includes passive investment income, such as rent and net gain from the disposition of investment property, less certain deductions. Prospective Investors should consult their tax advisors with respect to the tax consequences to them of the rules described above.

An Investor may need to use funds from other sources to satisfy tax liabilities.

It is possible that an Investor’s taxable income resulting from his, her or its Interest will exceed any distribution of cash attributable thereto. This may occur because cash flow from the Properties may be used to fund nondeductible operating or capital expenses of the Properties, including reserves, that are not offset by depreciation or other deductions. Thus, there may be years in which an Investor’s tax liability exceeds its share of cash from the Properties. In addition, a sale or exchange of a Property at an economic loss without a Section 1031 Exchange could result in ordinary income, depreciation recapture or capital gain to an Investor without any accompanying net cash proceeds from the sale or disposition of such Property to pay income taxes on such items. This is a particular risk for certain Investors, such as persons acquiring an Interest in a Section 1031 Exchange, whose income tax basis in an Interest may be substantially lower than the Investor’s cash investment in the Properties. If this were to occur, an Investor would have to use funds from other sources to satisfy his, her or its tax liability.

Future legislative or regulatory action could significantly change the tax aspects of an investment in an Interest.

The discussion of tax aspects contained in this Memorandum is based on law presently in effect and certain proposed Treasury Regulations. Investors should be aware that new administrative, legislative or judicial action could significantly change the tax aspects of an investment in an Interest. By way of illustration but not limitation, in March 2023, President Biden proposed tax law changes that would, among other things, eliminate the ability for taxpayers to undertake Section 1031 Exchanges. Any tax law changes, whether with respect to the proposed legislation described in the prior sentence or otherwise, may be retroactive with respect to transactions entered into or contemplated before the effective date of such change, and could have a material adverse effect on the tax consequences of an investment in an Interest.

ERISA Risks

ERISA and Code Section 4975 impose certain fiduciary restrictions, including prohibited transaction restrictions, on funds that hold “plan assets.”

The DOL Plan Asset Rules provide that, subject to certain exceptions outlined in the rules, the assets of an entity (such as the Trust) in which a Benefit Plan Investor holds an ownership interest may be treated as assets of an investing plan, in which event the assets of the Parent Trust (and transactions involving such assets, such as a sale of a Property) would be subject to ERISA’s fiduciary provisions, including any prohibited transaction provisions under ERISA or Code Section 4975. One of the exceptions in the Plan Asset Rules will apply if ownership in the Parent Trust is limited so that only a percentage of the Interests that is less than 25% may be owned by Benefit Plan Investors (the “**Less-Than-25% Exception**”). The Sponsor and the Signatory Trustee will use reasonable best efforts to qualify the Parent Trust for this exception to the Plan Asset Rules. In addition, the Signatory Trustee may require Benefit Plan Investors to redeem their Interests if necessary to cause the Parent Trust to satisfy the Less-Than-25% Exception. If, nevertheless, Benefit Plan Investors acquire 25% or more of the Interests and the Plan Asset Rules apply to the Parent Trust, ERISA’s fiduciary standards and prohibited transaction rules would apply to the operation of the Parent Trust, which would likely impose substantial additional compliance expenses upon the Parent Trust, thereby potentially reducing amounts distributable by the Parent Trust to the Investors. Finally, if the Parent Trust is subject to the Plan

Asset Rules and is not able to comply with ERISA or Code Section 4975, Benefit Plan Investors may be at risk of breaching fiduciary duties owed to their sponsoring plan.

Employee benefit plans such as governmental and non-United States plans, while not subject to ERISA, may be subject to laws regulating employee benefit plans that contain rules substantially similar to ERISA and may contain other rules relating to permissible investments. Such plans should conclude that an investment in the Interests would satisfy all such laws before making such an investment (and, as indicated above, may be required to make certain assurances to the Trust).

COMPENSATION OF THE SPONSOR AND ITS AFFILIATES

The following is a description of compensation that may be paid to the Sponsor, the Depositor, the Signatory Trustee, the Master Tenant, the Asset Manager, the Property Manager, or their respective affiliates during the period of the Trusts' ownership of the Properties or in connection with the Offering. These compensation arrangements are not the result of arm's-length negotiations.

Because of the nature of a Section 1031 Exchange and applicable IRS requirements, it is difficult, if not impossible, to charge Investors for any shortfall in costs and expenses related to the Offering that are paid out of the gross Offering proceeds. If the actual costs and expenses exceed the estimates, the Depositor will pay those costs. Conversely, if the estimates exceed the actual costs and expenses, the Depositor will retain the difference as compensation.

For purposes of this table, the amount of the commissions and fees set forth below are calculated based on 100% of the Interests, equivalent to \$28,444,976.

Form of Compensation	Description	Estimated Maximum Amount of Compensation
ACQUISITION, OFFERING AND ORGANIZATION STAGE		
Reimbursement of Offering and Organizational Expenses:	The Parent Trust will reimburse the Depositor and certain affiliates and third parties for offering and organizational expenses incurred by such parties.	\$284,450
Acquisition Fee:	The Parent Trust will pay the Sponsor or its affiliate an acquisition fee of \$1,334,385 in the aggregate for services it has rendered to the Parent Trust in connection with the acquisition of the Properties and the Offering.	\$1,334,385
	The Managing Broker Dealer will receive 20% of the Acquisition Fee.	\$266,877
Reimbursement of Acquisition Costs:	The Parent Trust will reimburse certain affiliates of the Sponsor for due diligence and closing costs in an aggregate amount of \$249,798 related to the acquisition and financing of the Properties.	\$249,798
Reimbursement of Financing Costs:	The Parent Trust will reimburse certain affiliates of the Sponsor for costs related to the Loan including but not limited to the 1.0% interest-rate buy-down for each Loan and the loan fees in an aggregate amount of \$554,929.	\$554,929
Reimbursement of Depositor Bridge Capital Costs	The reimbursement of bridge financing costs is intended to reimburse the Depositor for costs incurred in connection with its provision of the Depositor Bridge Capital to the Parent Trust to finance its acquisition and ownership of the Properties during the Offering period. Any reimbursed bridge financing costs will be allocated as an expense pro rata among all holders of Interests, including the Depositor to the extent the Depositor owns any Interests at the time such costs are accrued. Bridge financing costs are anticipated to total no more than \$250,000. The Sponsor will	\$250,000

Form of Compensation	Description	Estimated Maximum Amount of Compensation
	be reimbursed out of the Offering proceeds for no more than its pro rata share of such amount. If the actual costs and expenses are greater than this amount, the Depositor will bear such excess costs and expenses. If the actual costs and expenses are less than this amount, the Depositor will retain such excess as additional compensation.	
OPERATING STAGE		
Master Tenant Operating Revenue:	The Master Tenants are entitled to retain as profit the net after tax positive difference between its income from Rental Agreements and its payment obligations under their Master Leases.	Impracticable to determine at this time.
Reimbursement of Expenses to Signatory Trustee:	The Signatory Trustee may seek reimbursement for reasonable and necessary expenses paid or incurred by the Signatory Trustee in connection with the administration of the Trusts.	Impracticable to determine at this time.
Fees payable to the Asset Manager:	If the Springing LLC refinances the Properties in connection with a Transfer Distribution, the Asset Manager will receive from the Springing LLC, a fee equal to 1.0% of the principal amount of the new loan, plus reimbursement of any out-of-pocket expenses incurred by the Asset Manager in connection with the refinancing. The Asset Management Agreement provides that the Asset Manager may decide in its sole discretion to be paid an amount less than the total amounts to which it is entitled with respect to any fee and the excess amount that is not paid, in the Asset Manager's sole discretion, may be waived permanently or, as applicable, deferred or accrued, without interest, to be paid at a later point in time. In addition to the fees payable to the Asset Manager, the Asset Manager is entitled to reimbursement for all reasonable and necessary travel expenses incurred by the Asset Manager in carrying out its obligations under the Asset Management Agreement provided that such travel expenses appear in the approved budget. The Asset Manager is responsible for, and will not be reimbursed for, the expenses incurred by or on behalf of the Asset Manager for the Asset Manager's internal overhead and employment costs.	Impracticable to determine at this time.
Property Management Fees:	Each Master Tenant will pay to the Property Manager the following fees for its applicable Property: - A Property Management fee in the amount equal to the greater of (i) \$3,000 per month or (ii) an amount equal to six percent (6%) of the monthly Gross Revenue as defined in the Property	Estimated to be an aggregate of \$184,03 for the Properties for the initial 12 months of the term of the Master Leases; however, it is not

Form of Compensation	Description	Estimated Maximum Amount of Compensation
	Management Agreement. - A Construction Management Fee for managing construction or capital improvement work in an amount equal to five percent (5%) of the amount of construction or capital improvement work in excess of \$10,000. - A Tenant Program Fee equal to all revenue from each Tenant Program entered into by a Tenant at the Properties, after deducting any third-party costs associated with offering the Tenant Program. Additionally, each Master Tenant is responsible for reimbursing the applicable Property Manager on a monthly basis for all expenses incurred by such Property Manager in providing services under such Property Management Agreement, in accordance with the approved budget and the terms of the Property Management Agreement. Each Property Management Agreement provides that, in the sole discretion of the Property Manager, the Property Manager may decide to be paid an amount less than the fees to which it is entitled and such excess amount that is not paid may be waived permanently, deferred or accrued (without interest); provided, however, that any such deferred or accrued fees shall be paid upon termination of such Property Management Agreement.	possible to determine at this time.
Cash Flow:	The Depositor and/or any other affiliate of the Sponsor that owns Interests in the Parent Trust will receive its share of distributions from the Parent Trust while it owns Interests.	Impracticable to determine at this time.
Disposition Fee:	Upon the sale, transfer or other disposition of a Property, excluding a sale in foreclosure or a transfer to a Springing LLC in connection with a Transfer Distribution, the Asset Manager will be entitled to a disposition fee equal to 2.0% of the gross sales price of the Property (or buyer's assumed fair market value of the Property, if consideration is not rendered in cash), in cash on the closing date of such sale, transfer or other disposition of the Property, which will be in addition to fees payable to any broker payable in connection with the sale of the Property; provided, however, in no event will the total disposition fee and brokerage fee payable by the Trusts exceed 3.0%. The Asset Manager may decide, in its sole discretion, to be paid an amount less than the total amounts to which it is entitled with respect to such disposition fee. The Managing Broker Dealer will receive 7.5% of the Disposition Fee.	Impracticable to determine at this time.

CONFLICTS OF INTEREST

Conflicts of Interest

The Sponsor, the Signatory Trustee, the Master Tenant, the Asset Manager, the Property Manager, the Lender and their respective principals and affiliates will act as the manager, advisor, controlling party or sponsor of other Delaware statutory trusts, limited liability companies, partnerships and other entities from time to time. These other entities may own properties similar to the Properties, which may compete with the Properties, and may acquire additional properties in the future that may also compete with the Properties. The Sponsor, the Signatory Trustee, the Master Tenant, the Asset Manager, the Property Manager, the Lender and their respective principals and affiliates also have existing responsibilities and, in the future, may have additional responsibilities, to provide management and services to a number of other entities. The principal areas in which conflicts are anticipated to occur are as follows.

The Properties compete with other properties owned or managed by the Sponsor or its affiliates.

The Sponsor or its affiliates own, operate, and manage other properties that compete with the Properties. The Property Manager, an affiliate of the Sponsor, manages the Properties and the Affiliated Properties and cater to the same tenant demographic. As such, the Properties and the Affiliated Properties may compete for tenants. The Property Manager is not obligated to direct prospective tenants to units at the Properties instead of at the Affiliated Properties.

The landlord-tenant relationship between the Signatory Trustee and the Master Tenants may lead to a conflict of interest.

The Master Tenants and the Signatory Trustee are affiliates of the Sponsor. This may lead to a conflict of interest between their roles under the Master Lease. For example, there would be a conflict of interest if the Master Tenants were in breach of their Master Leases because only the Signatory Trustee would have authority on behalf of the Operating Trusts to enforce the Master Leases against their Master Tenants. In such a situation, the interests of the Signatory Trustee may not be aligned with the interests of the Investors.

The efforts and time of the Sponsor, the Signatory Trustee, the Master Tenants, the Asset Manager and the Property Manager will not be solely dedicated to the Trusts.

The Sponsor, the Signatory Trustee, the Master Tenants, the Asset Manager, the Property Manager and their respective principals and affiliates may engage for their own account, or for the account of others, in other business ventures. The interest in such other activities will not necessarily be directed to or consistent with the Trusts.

Principals of the Sponsor, the Signatory Trustee, the Master Tenants and the Asset Manager may have conflicts of interest in allocating management time, services and functions among the various entities with which they are engaged.

Principals of the Sponsor, the Signatory Trustee, the Master Tenants, the Asset Manager and their respective affiliates may have obligations to other entities. Therefore, these individuals may have conflicts of interest in allocating management time, services and functions among the various entities with which they are engaged and others that may be organized in the future. If these persons are unable to devote sufficient time or resources to the Trusts due to the competing demands of the other entities, they could harm the implementation of the Trusts' business strategies. If the Trusts do not successfully implement their business strategies, they may be unable to maintain or increase the value of the Properties, and their operating cash flows and ability to pay distributions could be adversely affected.

The Operating Trusts and the Lender are subject to additional conflicts of interest.

The Operating Trusts has obtained financing from the Lender, an affiliate of the Sponsor. While such arrangements may offer certain strategic or operational advantages, the Lender may have interests that differ from those of the Operating Trust or the Investors. There can be no assurance that the terms of the Loan, including interest rates, covenants, and repayment schedules, are as favorable to the Operating Trusts as those that could have been obtained from an unaffiliated third-party lender. Additionally, in the event of a default or restructuring, the Lender

may act in a manner that prioritizes its own interests over those of the Operating Trusts or Investors. Such outcomes could materially and adversely affect the Trust's financial condition, operating results, and ability to execute its investment strategy.

The Property Manager is subject to additional conflicts of interest.

The Property Manager is subject to conflicts of interest among its activities, roles and duties for other entities and the activities, roles and duties it has assumed on behalf of the Master Tenant. Conflicts exist in allocating management time, services and functions between its current and future activities and the Properties. The Property Manager or its affiliates may now or in the future own, operate or manage other properties that compete with a Property for available tenants and could attract tenants that would otherwise rent self-storage units at a Property. The Property Manager could direct Tenants away from renewing their Rental Agreements and toward renting self-storage units at such other property; provided, however, the Property Management Agreement requires the Property Manager to manage the Properties in a manner consistent with the management of similar self-storage properties.

The Trusts do not have arm's-length agreements with the Signatory Trustee, the Master Tenants or the Asset Manager.

The agreements and arrangements with the Signatory Trustee, the Master Tenants and the Asset Manager were not negotiated at arm's-length. These agreements may contain terms and conditions that are not in the Trusts' best interest or would not be present if the Trusts had entered into arm's length agreements with third parties.

The Sponsor, the Master Tenants and the Asset Manager face conflicts of interest caused by their compensation arrangements with the Trusts.

The Sponsor, the Master Tenants and the Asset Manager will receive certain compensation for services rendered regardless of whether distributions are paid to Investors.

The Trusts, the Signatory Trustee, the Master Tenants, the Asset Manager and the Sponsor share legal representation.

Counsel to the Trusts, the Signatory Trustee, the Master Tenants, the Asset Manager and the Sponsor in connection with this Offering is the same, and it is anticipated that such representation will continue in the future. As a result, conflicts may arise in the future.

One or more affiliates of the Sponsor owns, or will own, Interests, which could result in potential conflicts of interest.

There is no minimum amount of Offering proceeds that must be raised, or minimum number of Investors required in connection with this Offering. Accordingly, if the Managing Broker-Dealer is unable to sell all of the Interests offered herein, the Depositor and/or its affiliate will own the remaining Interests, provided that the holder of such unsold Interests (whether the Depositor or otherwise) reserves the right to sell or otherwise transfer such unsold Interests, to persons affiliated with the Sponsor or otherwise, whether pursuant to a secondary offering or otherwise. Additionally, Blue Door Holdco expects to continue to own its 1% beneficial interest in the Parent Trust after the completion of the Offering. The ownership of the Interests by these entities involves certain risks that potential Investors should consider, including, but not limited to, the fact that there may be conflicts of interest between the objectives of the Investors and those of the Depositor and its affiliates, or, if the Offering is not fully subscribed, that a significant amount of the Interests will not have been acquired by disinterested investors after an assessment of the merits of the Offering.

The Master Tenants are subject to additional conflicts of interest with respect to an OP Transaction.

The Master Tenants are owned and managed by an affiliate of the Sponsor. The Master Tenants lease the Properties from the Trusts and subleases or rents the self-storage units and vehicle storage spaces at the Properties to

Tenants. The Master Tenants are entitled to retain as profit the net after tax positive difference between its income from the Rental Agreements and its payment obligations under their applicable Master Lease.

In the event of an OP Transaction, Investors would not have the right to continue to hold their Interests and would either receive OP Units or cash (or both, for those Investors that elect to receive a mix of both cash and OP Units in such transaction). In the event that an Investor elects to exchange his, her or its Interest for OP Units, such Investor will receive an amount of OP Units with an aggregate value equal to the Investor's interest in the Parent Trust. In the event that the Investor elects to have the Operating Partnership acquire his, her or its Interest for cash, the Investor will be entitled to receive an amount of cash equal to the Investor's interest in the Parent Trust.

Because the fair market value of each Investor's interest in the Parent Trust will be determined as of the Valuation Date, the Master Tenants may have an incentive to delay making improvements or taking other actions that might increase the value of the Properties if the Operating Partnership intends to acquire the Properties from the Trusts (subject to the agreement of the Signatory Trustee), provided, however, that to the extent expenditures for any such improvements would be Capital Expenses, the costs for such improvements would effectively be borne by the Parent Trust (and thus the Investors) and not the Operating Partnership if undertaken prior to any such transaction. Such decisions may be inconsistent with the long-term goals of the Investors as they may decrease the fair market value of the Properties or increase the risk associated with the Tenants or the Properties.

Resolution of Conflicts of Interest

The Sponsor, the Signatory Trustee, the Master Tenant, Asset Manager, the Property Manager and the Lender have not developed, and do not expect to develop, any formal process for resolving conflicts of interest. Although the foregoing conflicts could materially and adversely affect the Properties, the parties, in their sole judgment and discretion, will try to mitigate such potential adversity by the exercise of their business judgment in an attempt to fulfill their obligations. There can be no assurance that such an attempt will prevent adverse consequences resulting from the numerous conflicts of interest.

MANAGEMENT

Asset Management

Blue Door Property Signatory III, LLC, a Delaware limited liability company, serves as the Signatory Trustee of each of the Trusts. Blue Door Advisors, LLC, a Delaware limited liability company, serves as the Asset Manager and is responsible for the management of the day-to-day affairs of the Trusts.

Asset Management Agreement.

The Parent Trust has entered into the Asset Management Agreement with the Asset Manager for the management of the day-to-day affairs of the Trusts.

The Asset Manager's duties generally are to provide asset management services for the Trusts and to advise the Trusts on the optimal manner in which to manage, operate, maximize income from and/or dispose of the Properties in accordance with the Trust Agreements, the Master Lease, applicable governmental requirements and the terms and provisions of the Asset Management Agreement. Such duties include but are not limited to: providing investor relations services on behalf of the Trusts; conducting relations with broker-dealers and due diligence officers with respect to the Offering if requested by the Trusts; if all or any of the Properties are to be sold, providing assistance in negotiating a sale satisfactory to the Trusts, and assisting the Trusts in effecting a closing of the transaction between the Trusts and the purchaser, including without limitation, engaging third-party real estate brokers; and participating in regular meetings with the Trusts and/or the Master Tenants to discuss the operations of the Trusts and the Properties.

The term of the Asset Management Agreement commenced on November 13, 2025 and will terminate on the earlier of (1) the sale or other disposition of all or part of the Properties by the Operating Trusts or the Springing LLCs (as defined herein), (2) termination by the Signatory Trustee or the Asset Manager due to an uncured default under the Asset Management Agreement, and (3) November 30, 2045.

The Trusts are responsible for paying the Asset Manager certain compensation, as described in "COMPENSATION OF THE SPONSOR AND ITS AFFILIATES – Fees Payable to the Asset Manager" and "COMPENSATION OF THE SPONSOR AND ITS AFFILIATES – Disposition Fee."

Asset Management Team.

The Signatory Trustee is a wholly-owned subsidiary of Blue Door Holdco. The Asset Manager is a wholly-owned subsidiary of the Sponsor, Blue Door AM I, LLC, a Delaware limited liability company. The Sponsor was formed in June 2024 and is a wholly-owned subsidiary of SS Growth TRS III, Inc., a Delaware corporation and wholly owned subsidiary of the Operating Partnership (the "TRS"). The TRS serves as the manager of the Sponsor and the Asset Manager. The Operating Partnership is a wholly-owned subsidiary of SSGT III, which is a private, non-traded REIT. SSGT III serves as the manager of the Signatory Trustee.

The executive officers of SSGT III are set forth below.

<u>Name</u>	<u>Age*</u>	<u>Position</u>
H. Michael Schwartz	58	Chief Executive Officer and President
Matt F. Lopez	47	Chief Financial Officer and Treasurer
Wayne Johnson	67	Chief Investment Officer
Nicholas M. Look	42	Secretary
Bliss Edwards	43	Executive Vice President – Canada

**As of June 27, 2025*

H. Michael Schwartz. Mr. Schwartz is the Chairman of the board of directors, the Chief Executive Officer, the President of SSGT III, as well as SSGT III's corresponding property manager and advisor entities. Mr. Schwartz

has been an officer and director since the initial formation of SSGT III. Mr. Schwartz is also the Chief Executive Officer of the Property Manager and SmartStop REIT Advisors, LLC (“**SRA**”), the entity that sponsor’s SSGT III. He also serves as Founder and Chief Executive Officer of Strategic Asset Management I, LLC, a private real estate company (“**SAM**”). Mr. Schwartz also serves as Chief Executive Officer and Chairman of the board of directors of SmartStop Self Storage REIT, Inc. (“**SmartStop**”) (NYSE: SMA), a public self-storage REIT and the ultimate parent entity of SRA, and Chief Executive Officer, President and Chairman of the board of directors of SST VI, a public non-traded self-storage REIT sponsored by SRA, as well as its corresponding advisory and property management entities and as Chairman, Chief Executive Officer and President of Strategic Storage Trust X (“**SST X**”), a private non-traded REIT sponsored by an affiliate of our sponsor. Mr. Schwartz also serves as Chairman of the Board of SSSHT, a public non-traded student and senior housing REIT sponsored by SAM. Previously, Mr. Schwartz served as President, Chief Executive Officer and Chairman of Strategic Storage Growth Trust II, Inc., a private self-storage REIT sponsored by SRA, until that company’s merger with and into a wholly-owned subsidiary of SmartStop (the “**SSGT II Merger**”), Chief Executive Officer and Chairman of Strategic Storage Trust IV, Inc. (“**SST IV**”), a public non-traded self-storage REIT sponsored by SRA, until that company’s merger with and into a wholly-owned subsidiary of SmartStop (the “**SST IV Merger**”), and Chief Executive Officer and Chairman of Strategic Storage Growth Trust, Inc. (“**SSGT**”), a public non-traded self-storage REIT sponsored by SAM, until that company’s merger with and into a wholly-owned subsidiary of SmartStop (the “**SSGT Merger**”). Mr. Schwartz served as Chief Executive Officer, President, and Chairman of SmartStop Self Storage, Inc. (“**SmartStop Self Storage**”) from August 2007 until the merger of SmartStop Self Storage with Extra Space Storage Inc. (“**Extra Space**”) in October 2015. Since February 2008, Mr. Schwartz has also served as Chief Executive Officer and President of Strategic Storage Holdings, LLC (“**SSH**”). Prior to this time, Mr. Schwartz held various roles in the real estate and financial services industries, which includes more than 30 years of real estate, securities and corporate financial management experience. Mr. Schwartz holds a B.S. in Business Administration with an emphasis in Finance from the University of Southern California.

Matt F. Lopez. Mr. Lopez is the Chief Financial Officer and Treasurer of SSGT III, positions he has held since its formation. Mr. Lopez also serves as Chief Financial Officer and Treasurer of SST VI and SST X, positions he has held since their formation. He also serves as Chief Financial Officer and Treasurer for SSSHT, positions he has held since December 2020, and as Secretary of SSSHT, a position he has held since March 2022. He also served as Chief Financial Officer and Treasurer for SST IV and SSGT II, positions he held from July 2019 until their respective mergers with SmartStop on March 17, 2021 and June 1, 2022, respectively. From January 2017 until June 2019, he served as Chief Financial Officer and Treasurer of SmartStop. Previously, from October 2015 to January 2017, Mr. Lopez served as a Controller for SAM and, in such capacity, was assigned to the accounting, financial management, and SEC and regulatory reporting of SmartStop. He also served as a Controller of SmartStop Self Storage, Inc. from November 2014 until its merger with Extra Space in October 2015. From 2000 to 2014, Mr. Lopez was with PricewaterhouseCoopers LLP, holding various positions including audit senior manager from 2008 to 2014. In his 14 years in public accounting, Mr. Lopez had extensive experience in the real estate industry working with REITs, real estate investment funds, homebuilders and land development companies. He is a Certified Public Accountant, licensed in California, and a member of the American Institute of Certified Public Accountants. Mr. Lopez holds a Bachelor of Arts degree from the University of California, Los Angeles.

Wayne Johnson. Mr. Johnson has been the Chief Investment Officer of SSGT III since its formation. Mr. Johnson also serves as President and Chief Investment Officer of each of: (i) SmartStop, (ii) SRA, and (iii) the advisor and property management entities for SST VI, SSGT III and SST X. He has also served as Chief Investment Officer of each of SSGT III and SST VI since their formation. Mr. Johnson also served in various roles at SSGT, SST IV, and SSGT II, including most recently as Chief Investment Officer until their respective mergers with SmartStop on January 24, 2019, March 17, 2021, and June 1, 2022, respectively. Mr. Johnson previously served as Chief Investment Officer of SAM from October 2015 until June 2019, and as Senior Vice President of SAM from January 2013 until January 2016. Mr. Johnson also served as Senior Vice President – Acquisitions for SmartStop Self Storage from August 2007 until January 2015 when he was appointed Chief Investment Officer, and served in that role until the merger of SmartStop Self Storage with Extra Space in October 2015. Mr. Johnson also served as Senior Vice President – Acquisitions for Strategic Capital Holdings, LLC (“**SCH**”) beginning in June 2006; as Senior Vice President – Acquisitions for SSGT from March 2013 until August 2015 when he was appointed Chief Investment Officer, a position he held until January 2019; and as Senior Vice President – Acquisitions for SmartStop from January 2013 until June 2015 when he was appointed Chief Investment Officer. Prior to joining SCH, Mr. Johnson was involved in all aspects of commercial development and leasing, including office, office warehouse, retail, and self-storage facilities. Mr. Johnson served on the board and is the past President of the Texas Self Storage Association, which is

the trade organization for self-storage developers, owners, and management groups. Mr. Johnson entered the commercial real estate business in 1979 after graduating from Southern Methodist University with a Bachelor of Business Administration in Finance and Real Estate.

Nicholas M. Look. Mr. Look is the Secretary of SSGT III, a position he has held since its formation. Mr. Look also serves as General Counsel and Secretary of each of: (i) SmartStop, (ii) SRA, and (iii) the advisor and property management entities for SST VI and SSGT III. Mr. Look also serves as the Secretary of each of SSGT III, SST VI and SST X. In addition, Mr. Look served as the Secretary of each of SST IV and SSGT II, positions he held until their respective mergers with SmartStop on March 17, 2021 and June 1, 2022, respectively. Mr. Look was previously Senior Corporate Counsel of SAM, a position he held from June 2017 until June 2019. From September 2017 to June 2019, Mr. Look served as Assistant Secretary of SSSHT. Prior to that, Mr. Look worked with the law firms of K&L Gates LLP, from April 2014 to June 2017, and Latham & Watkins LLP, from October 2010 to April 2014, where he served as corporate counsel to a variety of public and private companies, and where his practice focused on securities matters, capital markets transactions, mergers and acquisitions and general corporate governance and compliance. Mr. Look holds a Bachelor of Science degree in Computer Science from the University of California, Irvine and a J.D. from the Pepperdine University School of Law. He is a member of the State Bar of California.

Bliss Edwards. Ms. Edwards is the Executive Vice President – Canada of SSGT III, a position she has held since February 2021. She also serves as Executive Vice President – Canada for SST VI and SST X. Ms. Edwards joined SmartStop as Managing Director – Canada in May 2019, and was promoted to Executive Vice President – Canada in January 2021, where she oversees all areas of Canadian property acquisitions and development. From October 2015 to March 2019, Ms. Edwards served as Senior Director of Development for Dymon Storage, a Canadian storage company. Prior to that, Ms. Edwards spent 10 years in land use planning approvals with various public and private organizations. Ms. Edwards holds an Honors Bachelor of Environmental Studies degree in Planning from the University of Waterloo and is a Registered Professional Planner.

Property Management

Blue Door Property Management, LLC, a Delaware limited liability company and an affiliate of the Sponsor, serves as the Property Manager pursuant to the Property Management Agreement.

Property Management Agreement.

Each Master Tenant has entered into a Property Management Agreement with the Property Manager for the performance of the applicable Master Tenant's property management obligations.

The initial term of each Property Management Agreement is for three (3) years and commenced on November 13, 2025. The Property Management Agreements will automatically renew for successive three year periods, unless otherwise terminated in accordance with said agreement.

Each Master Tenant is responsible for paying the Property Manager certain compensation, as described in "COMPENSATION OF THE SPONSOR AND ITS AFFILIATES – *Property Management Fees.*" Except for management fees that are incurred in connection with a construction matter involving a Capital Expense (which is included as part of such Capital Expense and thus borne by the Operating Trusts under the terms of the applicable Master Lease), each Master Tenant is responsible for any fees payable to the Property Manager.

Property Management Team.

The Property Manager was formed in July 2024 and is a wholly-owned subsidiary of SRA. SRA is an indirect subsidiary of SmartStop OP, L.P., a Delaware limited partnership and a subsidiary of SmartStop Self Storage REIT, Inc., a Maryland corporation, which is a publicly registered, non-traded REIT.

The officers and key personnel of the Property Manager are set forth below. The biographies of Messrs. Schwartz, Johnson and Look are set forth above.

<u>Name</u>	<u>Age*</u>	<u>Position</u>
H. Michael Schwartz	58	Chief Executive Officer
Wayne Johnson	67	Chief Investment Officer
James R. Barry	36	Chief Financial Officer and Treasurer
Michael O. Terjung	48	Chief Accounting Officer
Nicholas M. Look	42	General Counsel and Secretary
Joe Robinson	51	Chief Operations Officer

*As of June 27, 2025

James R. Barry. Mr. Barry is the Chief Financial Officer and Treasurer of the Property Manager. Mr. Barry also serves as the Chief Financial Officer and Treasurer of each of (i) SmartStop, (ii) the advisor and property management entities for SST VI, SSGT III, SST X and (iii) SRA. Mr. Barry previously served as Chief Financial Officer and Treasurer of SST IV's and SSGT II's advisor and property management entities until their respective mergers with SmartStop on March 17, 2021 and June 1, 2022, respectively. Mr. Barry served as the Senior Vice President – Finance of SmartStop from August 2018 to June 2019. Prior to that, Mr. Barry served in various positions for SAM, including Senior Vice President – Finance from August 2018 to July 2019 and Director of Finance from October 2015 to August 2018. From 2012 to 2015, Mr. Barry held the title of Financial Analyst, and was highly involved in the negotiations, calculations, and communications for the merger of SmartStop Self Storage, Inc. with Extra Space in October 2015. From 2009 to 2012, Mr. Barry served as a Corporate Accountant and Senior Financial Analyst at Thompson National Properties, LLC, a sponsor of commercial real estate offerings. From 2007 to 2009, Mr. Barry worked in various accounting functions at Grubb & Ellis Co. Mr. Barry holds a Bachelor of Science degree in Business Administration with an emphasis in Finance from California State University, Fullerton, and a Master of Business Administration with an emphasis in Finance from Chapman University, where he graduated with honors.

Michael O. Terjung. Mr. Terjung is the Chief Accounting Officer of the Property Manager. Mr. Terjung also serves as the Chief Accounting Officer of each of (i) SmartStop, (ii) the advisor and property management entities for SST VI, SSGT III, SST X and (iii) SRA. Mr. Terjung previously served as the Chief Accounting Officer of SST IV's and SSGT II's advisor and property management entities until their respective mergers with SmartStop on March 17, 2021 and June 1, 2022, respectively. From January 2017 until December 2019, Mr. Terjung served as the Chief Financial Officer and Treasurer of SSSHT. Mr. Terjung was also the Chief Financial Officer and Treasurer of SSGT until such company's merger with SmartStop on January 24, 2019. Mr. Terjung was Chief Financial Officer and Treasurer of SSGT II from July 2018 until June 2019. Mr. Terjung also served as the Chief Financial Officer and Treasurer of SAM from January 2017 until April 2022. Previously, from October 2015 to January 2017, Mr. Terjung served as a Controller for SAM. He also served as the Controller of SmartStop Self Storage from September 2014 until its merger with Extra Space on October 1, 2015 and served as a Controller of SSH assigned to SmartStop Self Storage from September 2009 to September 2014. From July 2004 to September 2009, Mr. Terjung held various positions with NYSE-listed Fleetwood Enterprises, Inc., including Corporate Controller responsible for financial reporting and corporate accounting. Mr. Terjung gained public accounting and auditing experience while employed with PricewaterhouseCoopers LLP and Arthur Andersen LLP from September 2000 to July 2004, where he worked on the audits of a variety of both public and private entities, registration statements and public offerings. Mr. Terjung is a Certified Public Accountant, licensed in California, and graduated cum laude with a Bachelor of Science degree in Business Administration from California State University, Fullerton.

Joseph H. Robinson. Mr. Robinson is the Chief Operations Officer of the Property Manager. Mr. Robinson also serves as the Chief Operations Officer of each of (i) SmartStop, (ii) the advisor and property management entities for SST VI, SSGT III, SST X and (iii) SRA. Mr. Robinson also served as the Chief Operations Officer of SST IV's and SSGT II's related advisor entities and property management entities until their respective mergers with SmartStop on March 17, 2021 and June 1, 2022, respectively. Prior to joining SmartStop, Mr. Robinson served as Chief Marketing Officer and Executive Vice President of Simply Self Storage Management LLC from April 2016 until September 2019. At Simply Self Storage Management LLC, Mr. Robinson led various functions including all marketing, pricing, information technology, and training. From 2010 to 2016, Mr. Robinson served in several pricing and marketing capacities at Extra Space. Most recently, he was Vice President, Marketing where he led revenue management, data analytics, and the call center. Prior to that, Mr. Robinson served as Director of Revenue Management, where he led

the development of multiple industry first centralized pricing models for self-storage. Mr. Robinson is a respected authority on Revenue Management in the self-storage industry. He has delivered multiple speaking engagements on pricing and has had multiple articles distributed in several industry trade publications. Mr. Robinson holds a Bachelor of Science degree in Computer Science with a Business Minor from Brigham Young University, and a Master of Business Administration from Rice University.

PRIOR PERFORMANCE OF THE SPONSOR AND ITS AFFILIATES

IN CONSIDERING THE TRACK RECORD AND EXPERIENCE OF THE SPONSOR AND ITS AFFILIATES AND PRINCIPALS, PROSPECTIVE INVESTORS SHOULD KEEP IN MIND THAT PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS, AND THERE CAN BE NO ASSURANCE THAT THE PROPERTIES WILL ACHIEVE ANY CERTAIN RESULTS IN THE FUTURE.

The information presented in this section represents the historical experience of self-storage real estate programs sponsored in whole or in part by the Sponsor and its affiliates. Investors in this Offering should not assume that they will experience returns, if any, comparable to those experienced by investors in such prior real estate programs. Investors will not acquire any ownership interest in any of the entities to which the following information relates.

Information regarding the prior performance of the Sponsor and its affiliates is set forth on Exhibit D attached to this Memorandum. The information presented therein represents the historical experience of certain self-storage real estate programs sponsored by SRA and its affiliates. Investors should not assume that they will experience returns, if any, comparable to those experienced by investors in the prior real estate programs described therein.

During the past 10 years, affiliates of SRA have sponsored real estate investments unrelated to self-storage, which include: (i) two offerings of Delaware statutory trusts for student housing properties aggregating approximately \$102 million from approximately 325 investors and (ii) one offering focused on student and senior housing aggregating approximately \$110 million from approximately 1,640 investors. The Sponsor has excluded information about the prior performance of these other offerings as they did not have similar investment objectives to this Offering.

FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of certain federal income tax consequences to the Investors that prospective Investors should consider. A complete discussion of the federal tax consequences of acquiring Interests is beyond the scope of this summary. Prospective Investors should be aware that the income tax consequences of an acquisition of an Interest are uncertain and complex and that such consequences may not be the same for all taxpayers. Neither the Parent Trust nor any of the Parent Trust's affiliates are providing any assurances or legal opinions to the effect that the acquisition of Interests by any prospective Investor will meet the requirements under Section 1031. The following summary is based on the Code, regulations enacted under the Code (the "**Treasury Regulations**"), court decisions and published IRS rulings that are in effect on the date of this Memorandum. Future legislative or administrative changes or court decisions may significantly change the conclusions expressed below, and these changes or decisions may have a retroactive effect.

Classification for Purposes of Section 1031

The Trust Agreements have been structured with the intent that an Investor will be treated as acquiring an undivided interest in real estate, as opposed to a security or interest in a partnership, joint venture, association or trust for federal income tax purposes. An Investor who is acquiring an Interest pursuant to a Section 1031 Exchange must be aware that the Interest must be treated as an interest in real property and not as an interest in a partnership, joint venture, association or trust in order for an Investor to be eligible to use the Interest as part of a Section 1031 Exchange. However, no ruling will be requested from the IRS that the Interests will be treated as undivided interests in real estate as opposed to an interest in a partnership, joint venture, association or trust for federal income tax purposes. In the absence of a ruling, there can be no assurance that the IRS will treat the Interests as interests in real estate for federal income tax purposes. Consequently, an Investor acquiring an Interest as part of a Section 1031 Exchange should, and is required to represent in the Investor Questionnaire and Purchase Agreement, that such Investor has consulted the Investor's own tax advisor about the tax consequences of any Section 1031 Exchange and its potential risks.

An Interest must constitute an interest in real estate to qualify for exchange treatment under Section 1031. The determination of whether an Interest will be treated for federal income tax purposes as ownership in real estate and not as a security or an interest in a partnership, joint venture, association or trust is dependent upon all of the surrounding facts and circumstances. On July 20, 2004, the IRS issued Revenue Ruling 2004-86, 2004-2 C.B. 191, which held that, assuming the other requirements of Section 1031 are satisfied, a taxpayer's exchange of real property for an interest in the DST satisfies the requirements of Section 1031. The IRS based its holding on the following conclusions: (1) the DST is treated as an entity separate from its owners (and not as a co-ownership or agency arrangement), (2) the DST is an "investment" trust and not a "business entity" for federal income tax purposes, (3) the DST is a "grantor trust" for federal income tax purposes, with the holders of interests in the DST treated as the grantors of the DST, and (4) the holders of interests in the DST are treated as directly owning interests in real property held by the DST. Because Revenue Ruling 2004-86 contains numerous factual assumptions regarding the DST, not all of which apply to the Trusts, there can be no guarantee that the Interests will satisfy the requirements of Section 1031. Nevertheless, the Trust Agreements have been drafted such that it is consistent with the material factual assumptions regarding the DST, and Special Tax Counsel to the Parent Trust has rendered a Tax Opinion that the acquisition of Interests by an Investor **should** be treated as a direct acquisition of the Properties for purposes of Section 1031. Such opinion will rely upon the accuracy and completeness of certain documents, facts, representations and assumptions that may not be applicable to a particular prospective Investor. In addition, qualification of the transaction under Section 1031 requires meeting numerous statutory, regulatory and other conditions and also involves issues based on facts and situations that are not and cannot be known to Special Tax Counsel. Therefore, each prospective Investor's tax situation with respect to an exchange will be different and a prospective Investor must consult with the prospective Investor's own tax advisor regarding the prospective Investor's ability to effectuate an acquisition of replacement property under Section 1031. The Tax Opinion addresses only one aspect in qualifying under Section 1031, whether an acquisition of an Interest can be treated as a direct acquisition of the Properties for purposes of Section 1031.

Other issues relevant to qualification under Section 1031 that are not addressed include, but are not limited to:

- whether a prospective Investor has properly identified the replacement property within the 45-day time period;
- whether the Relinquished Property qualified as being held for investment purposes or in a trade or business;
- whether a prospective Investor will fall within the deferred exchange safe harbor rules by properly using a “qualified intermediary” and a “qualified exchange escrow;”
- whether a prospective Investor acquiring an Interest and attempting to do a reverse exchange meets all the qualifications spelled out in IRS Revenue Procedure 2000-37, 2000-2 C.B. 308 (September 18, 2000);
- whether some portion of the Properties is “personal property” as opposed to “real property;” and
- whether any amounts paid by, or deemed paid by, the prospective Investors with respect to certain costs and expenses of the Offering, financing costs and funding of the Reserve Account will be deemed to constitute other consideration received in the exchange.

Therefore, a prospective Investor must consult the prospective Investor’s own tax advisor regarding an acquisition of an Interest and the qualification of the prospective Investor’s transaction under Section 1031. A prospective Investor may not rely on the Parent Trust’s Special Tax Counsel or on the Parent Trust, its affiliates or its agents, including its accountants, for any tax advice regarding the treatment of the prospective Investor’s transaction under Section 1031. For the same reason, except as provided in the Tax Opinion (subject to the limitations described therein), a prospective Investor may not rely on any statement made in this Memorandum regarding the qualification of the prospective Investor’s purchase of an Interest under Section 1031. No representation or warranty of any kind is made with respect to the IRS’s acceptance of the qualification of a proposed Section 1031 Exchange.

Property Identification for Section 1031 Exchanges

Section 1031 generally permits taxpayers to identify up to three replacement properties (the “**three-property rule**”), without regard to the fair market value of those properties. In addition, taxpayers may identify any number of properties so long as their aggregate fair market value at the end of the identification period does not exceed 200% of the value of the Relinquished Property on the date it was transferred (the “**200% rule**”). If the three-property rule and 200% rule are violated, an Investor will still be treated as properly identifying any replacement property identified before the end of the identification period and received before the end of the exchange period if the fair market value of the replacement property received is at least 95% of the aggregate fair market value of all identified replacement property. The property identification rules of Section 1031 are complex, and Investors must consult with their own qualified intermediaries and tax advisors concerning their satisfaction of the property identification requirements of Section 1031.

Receipt of Boot

If, in a Section 1031 Exchange, money is received or deemed received in addition to the like-kind property (referred to as “**boot**”), then gain on the Relinquished Property is recognized up to the amount of boot. Although there is no direct authority on point, prospective Investors should be aware that the IRS may take the position that certain costs paid or deemed paid from money received from the sale of the Relinquished Property are boot and, therefore, income to the Investors. For example, the IRS may conclude that some amounts paid into the Reserve Account and amounts paid in connection with the Offering of Interest constitute boot received by the Investors and not a reinvestment in real estate. Special Tax Counsel to the Parent Trust is not opining as to whether any such amounts paid by or deemed paid by the Parent Trust or the Investors will be considered an acquisition of real estate or boot to the Investors. See “ESTIMATED SOURCES AND USES OF PROCEEDS” and “PLAN OF DISTRIBUTION.”

Excess Business Losses May Not Be Currently Deductible.

For tax years beginning after December 31, 2020, excess business losses of a taxpayer other than a corporation are not allowed for the taxable year. Such losses are carried forward and treated as part of the taxpayer's net operating loss carryforward in subsequent taxable years. An excess business loss for the taxable year is the excess of aggregate deductions of the taxpayer attributable to trades or businesses of the taxpayer over the sum of aggregate gross income or gain of the taxpayer plus a threshold amount. The threshold amount for 2025 is \$315,000 (or twice the applicable threshold amount in the case of a joint return). The threshold amount is indexed for inflation. In the case of a partnership or S corporation, the provision applies at the partner or shareholder level. The provision applies after the application of the passive loss rules.

Limit on Business Interest Deductions

The Business Interest Limitation in Code Section 163(j) limits certain taxpayers' annual deductions for "business interest" paid or accrued during the taxable year to the sum of the ATI Limit plus certain types of business interest income of the applicable taxpayer. If the Business Interest Limitation is applicable to a taxpayer, then business interest in excess of the allowed current deduction may be carried forward and treated as business interest paid or accrued in the succeeding taxable year, subject to certain restrictions.

For federal income tax purposes generally, and for purposes of the Business Interest Limitation in particular, because the Trust is classified as a fixed investment trust and a grantor trust (and thus is not itself a "taxpayer" for such purposes), the Business Interest Limitation applies, if at all, to Investors and not to the Trust. If the Investor is a partnership or an S corporation, then the Business Interest Limitation is applied at the partnership or S corporation level. There is a special rule applicable to partners in Investors that are partnerships and elections are made at the partnership level. If the Investor is part of a group of affiliated corporations that file a consolidated return, then the Business Interest Limitation applies at the consolidated tax return filing level. The Property is subject to the Loan and the Trust is expected to pay a considerable amount of interest with respect to the Loan. Each Investor will be considered to have paid his, her or its pro rata share of such interest and the Business Interest Limitation, if applicable, may limit an Investor's ability to deduct such interest.

Certain Investors (including individual Investors) that qualify as "small businesses" (in general, businesses whose average annual gross receipts for the three-year period ending with the prior taxable year do not exceed \$25 million) are excepted from the Business Interest Limitation (the "**Small Business Exception**"). For the purposes of the Small Business Exception, any Investor that is not a corporation or a partnership (and is thus not normally subject to Code Section 448) calculates his, her or its average annual gross receipts as though he, she or it was a corporation or partnership. Treasury Regulations provide specific rules concerning how Investors who are individuals, partners in partnerships, shareholders of S corporations, and tax-exempt organizations calculate their average annual gross receipts for purposes of determining whether they qualify for the Small Business Exception. Under these specific rules, an individual Investor's gross receipts include all items specified as gross receipts in Treasury Regulations under Code Section 448(c), whether or not derived in the ordinary course of the Investor's trade or business, but do not include inherently personal amounts, including, but not limited to, personal injury awards or settlements with respect to an injury of the individual Investor, disability benefits, Social Security benefits received by the individual Investor during the taxable year, and wages received as by the individual Investor as an employee that are reported on Form W-2. **Investors should consult their own tax advisors to determine if they qualify for the Small Business Exception.**

If an Investor does not qualify for the Small Business Exception, then the Investor should consider whether the Business Interest Limitation applies to his, her or its *pro rata* share of the interest that the Trust pays with respect to the Loan. "Business interest" means any interest, other than investment interest within the meaning of Code Section 163(d), paid or accrued on indebtedness properly allocable to a "trade or business." Business interest includes disallowed business interest expense carryforwards from prior taxable years, including interest expense for the taxpayer's last taxable year that began before January 1, 2018. Treasury Regulations provide that the term "trade or business" means a trade or business within the meaning of Code Section 162. As discussed in "*Federal Income Tax Consequences – Deduction for Qualified Business Income*" below, the Property is subject to the Master Lease, which may be a triple-net lease, and Investors are expected to be passive investors in the Property. Thus, an Investor's Interest may not be a "trade or business" within the meaning of Code Section 162 and the interest paid by the Trust with

respect to the Loan may not be “business interest” subject to the Business Interest Limitation at all. **Investors should consult their own tax advisors to determine whether the Investor’s Interest, either separately or together with any other interests in real property that the Investor may own, constitutes a trade or business within the meaning of Code Sections 162.**

Even if an Investor does not qualify for the Small Business Exception and determines that such Investor’s Interest, either separately or together with any other interests in real property that the Investor may own, constitutes a trade or business within the meaning of Code Sections 162, the Investor’s Interest, separately or together with any other interests in real property that the Investor may own, may still be excepted from the definition of “trade or business” for purposes of Code Section 163(j). Code Section 163(j) provides that “trade or business” excludes any trade or business of performing services as an employee, certain regulated utility businesses, any electing farming business, and any business that has made a Real Property Business Election. Thus, interest paid or accrued on indebtedness properly allocable to a trade or business that has made a Real Property Business Election is not “business interest” subject to the Business Interest Limitation. **Investors should consult their own tax advisors regarding whether an Interest, either separately or together with any other interests in real property that they may own, constitutes a trade or business for such Investors within the meaning of Code Sections 162 and, if so, whether it would be advisable to make a Real Property Business Election with respect thereto.**

If an Investor makes a Real Property Business Election with respect to an Interest (either on its own or as part of a trade or business including other real property), then the Investor must use the alternative depreciation system (“ADS”) to depreciate its Interest (and any other real property that is subject to the election). As such, the depreciable life of property subject to the Real Property Business Election would be increased as follows: nonresidential real property would be increased from 39 years to 40 years, residential real property would be increased from 27.5 years to 30 years, and qualified improvement property would be increased from 15 years to 20 years. Moreover, because the electing real property trade or business must use ADS to depreciate such property, to the extent any such property would otherwise be eligible for an additional depreciation deduction in the year that the property is placed in service equal to 100% of the taxpayer’s adjusted basis in the property under Code Section 168(k) (“**Bonus Depreciation**”), such electing real property trade or business will be ineligible for claiming Bonus Depreciation. Regardless, even absent a Real Property Business Election, the portion of a taxpayer’s basis in Replacement Property that is carried over from his, her or its Relinquished Property under Code Section 1031(d) is not eligible for Bonus Depreciation unless the taxpayer will be the original user of the replacement property. Because the Trust is not the original user of the Property, even absent a Real Property Business Election, an Investor is only eligible to take Bonus Depreciation with respect to the portion of the basis in such Investor’s Interest that is attributable to cash or other consideration paid by such Investor (including such Investor’s share of the Loan, if applicable) that is in excess of the gross value of the Relinquished Property disposed of by such Investor (including any liabilities of such Investor discharged upon such disposition) pursuant to such Investor’s Section 1031 Exchange.

Deduction for Qualified Business Income.

Code Section 199A generally provides that a noncorporate taxpayer can deduct 20% of the “qualified business income” that he, she, or it receives during the taxable year. “Qualified business income” is the net amount of qualified items of income, gain, deduction, and loss with respect to any qualified trade or business of the taxpayer. For taxpayers whose taxable income exceeds the threshold amount of \$157,500 (\$315,000 in the case of a joint return) the deductible amount for a qualified trade or business is the lesser of: (1) 20% of the taxpayer’s qualified business income, or (2) the greater of (a) 50% of the W-2 wages relating to the qualified trade or business or (b) the sum of (i) 25% of the W-2 wages relating to the qualified trade or business and (ii) 2.5% of the “unadjusted basis immediately after acquisition of qualified property.”

There is substantial uncertainty as to whether a taxpayer’s ownership of real estate that is subject to a triple-net lease can qualify as a “trade or business” for purposes of Code Section 199A. Treasury Regulations provide some guidance with respect to Code Section 199A. The “Summary of Comments and Explanation of Revisions” that the Department of Treasury included with the Treasury Regulations (the “**Explanation**”) discusses rental real estate activities as a trade or business for purposes of Code Section 199A. The Treasury Regulations state that “trade or business” has the same meaning as in Code Section 162. The Explanation notes that the Department of Treasury and the IRS will not provide a bright-line rule as to whether rental real estate activities will be considered a Code Section 162 trade or business for purposes of Code Section 199A. The IRS issued IRS Revenue Procedure 2019-38 that created

a safe harbor that taxpayers with rental real estate activities can, if they meet the requirements, rely upon to treat their rental real estate activities as a “rental real estate enterprise” that will be considered a “trade or business” for purposes of Code Section 199A. However, IRS Revenue Procedure 2019-38 specifically excludes from the safe harbor triple-net leases. IRS Revenue Procedure 2019-38 notes that failure to satisfy the requirements of the safe harbor does not preclude a taxpayer from otherwise establishing that a rental real estate activity is a trade or business for purposes of Code Section 199A. Thus, a taxpayer with a triple-net lease will need to establish that his, her or its rental real estate activity qualifies as a Code Section 162 trade or business.

Under Code Section 162, the determination as to whether an activity rises to the level of a “trade or business” is based on the facts and circumstances. The current rules with respect to Code Section 162 require a taxpayer to be an active participant in his, her, or its real estate rental activities for the activities to constitute a “trade or business.” As the Treasury Regulations note, a taxpayer seeking to determine whether a rental real estate activity is a Code Section 162 trade or business will need to consider factors including, but are not limited to, the following: (i) the type of rented property, (ii) the number of properties rented, (iii) the owner’s or the owner’s agent’s day-to-day involvement, (iv) the types and significance of any ancillary services provided under the lease, and (v) the terms of the lease. The Properties are subject to the Master Lease, which may be a triple-net lease, and Investors are expected to be passive investors in the Properties. Thus, there is substantial uncertainty as to whether the income that Investors receive from the Parent Trust can qualify as “qualified business income” from a qualified trade or business.

Moreover, the Treasury Regulations also state that a taxpayer’s “unadjusted basis” in replacement property that he, she, or it receives in a Section 1031 Exchange is his, her, or its basis in its Relinquished Property. Thus, an Investor who purchases his, her, or its Interest through a Section 1031 Exchange may have an “unadjusted basis” in his, her, or its Interest equal to the basis he, she, or it had in his, her, or its Relinquished Property. If so, an Investor who has a low basis in his, her, or its Relinquished Property will have a low “unadjusted basis” in his, her, or its Interest, and his, her, or its Code Section 199A deduction amount may be less than the deduction amount of an Investor who purchased his, her, or its Interest through means other than a Section 1031 Exchange.

The application of Code Section 199A will differ based on each Investor’s facts and circumstances. Therefore, each prospective Investor should consult with his, her, or its personal tax advisor to determine whether Code Section 199A applies to the income that the Investor receives from the Parent Trust.

Tax Deficiency, Penalties and Interest

If an IRS audit disqualifies an Investor’s proposed Section 1031 Exchange, the Investor will be taxed on the Investor’s gain on the sale of the Relinquished Property, and the IRS will assess interest and could assess penalties and interest on the tax deficiencies associated with any failed Section 1031 Exchange. The Code provides for penalties relating to the accuracy of a tax return equal to 20% of the portion of the underpayment to which the penalty applies. The penalty applies to any portion of any understatement which is attributable to: (1) negligence; (2) any substantial understatement of income tax; or (3) any substantial valuation overstatement. Additional interest may be imposed on underpayments relating to tax shelters. As indicated above, Special Tax Counsel has issued an opinion that an acquisition of an Interest **should** be treated as a direct acquisition of the Properties for purposes of Section 1031. However, the Tax Opinion does not address whether an Investor’s specific transaction qualifies as a Section 1031 Exchange or whether any amounts paid by or deemed paid by the Parent Trust or the Investors with respect to certain expenses of the Offering or financing will be deemed to constitute an acquisition of real estate. While Special Tax Counsel believes that its opinion is supported by substantial authority and that an Investor should not be subject to the accuracy-related penalties described above with respect to whether the purchase of an Interest qualifies as a direct acquisition of real estate, the Tax Opinion is not binding on the IRS and does not provide a guarantee against an adverse tax result.

Taxable Income

It is expected that an Investor’s Interests will generate annual taxable income in excess of the cash distributable to such Investor. Although such taxable income can be offset by depreciation deductions, the amounts of such depreciation deductions may be limited because the tax basis of such property received in a Section 1031 Exchange is generally the same as the tax basis of the property exchanged. Therefore, if an Investor has a low tax basis in the Relinquished Property exchanged in a proposed Section 1031 Exchange, such Investor will have a low tax

basis in his, her or its Interests, and his, her or its depreciation deductions will be less than the depreciation deductions of an Investor whose purchase was not structured as a Section 1031 Exchange.

Net Income and Loss of Each Investor

Each Investor will be required to determine his, her or its own net income or loss from the Properties for income tax purposes. Certain expenses of the Properties, such as depreciation and any interest expense attributable to refinancing proceeds which are distributed to the Investors, will be different for different Investors. The Signatory Trustee will keep records and provide information about expenses and income for each Investor. An Investor, however, will be required to keep separate records and to separately report the Investor's own net income or loss from the Properties for income tax purposes. The application of certain rules, including the passive activity loss rules and the at-risk rules, may cause the tax treatment of certain expenses of the Properties such as depreciation, to be different for each Investor.

In addition to other income tax imposed by the Code, certain Investors who are U.S. individuals, estates, or trusts (including those that would own their Interests through an entity treated as a partnership or S corporation for U.S. income tax purposes) are subject to the Medicare Contributions Tax, which imposes a 3.8% tax on the lesser of (1) "net investment income" for the relevant taxable year and (2) the excess of modified adjusted gross income for the taxable year over a certain threshold of certain U.S. individuals and on the lesser of (a) the undistributed "net investment income" for the relevant tax year and (b) the excess of the "adjusted gross income" for such taxable year over the dollar amount at which the highest tax bracket in Code Section 1(e) begins for such taxable year of certain estates and trusts. Among other items, "net investment income" generally includes rent and net gain from the disposition of investment property, less certain deductions.

Taxation of Tax-Exempt Investors

Tax-exempt entities, including qualified employee pension and profit sharing trusts, individual retirement accounts, Simple 401k plans, Keogh plans, annuities, and charitable remainder trusts, are subject to taxation on their UBTI. Generally, a tax-exempt entity that incurs UBTI is taxed on such income at the regular trust, or in the case of some entities, corporate federal income tax rates. Because Interests in the Parent Trust are treated for tax purposes as direct interests in the Properties, tax-exempt investors will be deemed to be carrying on the activities of the Parent Trust for purposes of determining whether the tax-exempt investors' income is UBTI. Under the Code, a tax-exempt entity must calculate UBTI separately for each unrelated trade or business activity, and, therefore, tax-exempt investors cannot use expenses or losses from one unrelated trade or business activity to reduce the amount of UBTI realized from a different trade or business. In certain circumstances, a tax-exempt organization is permitted to aggregate all of its investment activities, including its investments in "qualified partnership interests" and "qualified S Corporation interests" as a single trade or business, which would allow losses incurred in one investment activity to offset UBTI realized in another. Tax-exempt organizations contemplating an investment in the Interests should consult their tax advisers to determine whether the Interests would be considered a qualified partnership interest, so that the UBTI realized from the Interests can be aggregated with other investments.

UBTI is income that is derived by a tax-exempt entity from an unrelated trade or business that it regularly carries on, less the deductions directly connected with that trade or business. UBTI generally includes a percentage of rental income (less applicable deductions) and gains from the sale or other disposition of real property if the property is debt-financed.

Rent derived from investment in real estate, and the capital gain realized on the sale of such real estate, is generally exempt from UBTI classification. However, to the extent the acquisition or improvement of the real estate is financed with "acquisition indebtedness," a proportionate share of such rent and capital gain is treated as UBTI. Certain types of tax-exempt entities, such as tax-qualified retirement plans, are exempt from the rule treating a portion of rent and capital gain from debt-financed real estate as UBTI. However, when the property is held by a partnership that includes both tax-exempt and taxable investors, this exemption only applies if the partnership allocations satisfy certain requirements, which may not apply to the Parent Trust. In addition, certain activities of the Trusts could result in the realization of UBTI regardless of whether the property is subject to acquisition indebtedness, including, without limitation, the collection of parking revenue and fees for services provided to tenants.

The percentage of rental income that will be UBTI (less the same percentage of applicable deductions) for debt-financed property is the ratio of the investor's pro rata share of the average outstanding principal balance of the debt to the investor's individual average tax basis in the property. Depreciation with respect to a tax-exempt investor's interest in debt-financed property must be computed using the straight-line method.

Upon the sale or other disposition of debt-financed property, the percentage of the gain that will be UBTI is the ratio of the of the investor's individual average outstanding principal balance of the debt during the 12-month period ending with the sale to the investor's pro rata share of the average tax basis in the property during the applicable sale year.

Because the Properties are debt-financed, a portion of certain tax-exempt investors' rental income and gains from the sale of the Properties will generate UBTI. However, it is anticipated that depreciation deductions will offset a portion of the UBTI from rental income. If such a tax-exempt investor incurs additional debt in connection with its investment in the Parent Trust, it may give rise to UBTI. Therefore, each prospective Investor should consult its own advisors regarding the use of debt to invest in the Parent Trust. The Signatory Trustee will have no liability for any UBTI resulting from an Investor's acquisition of Interests.

TAX-EXEMPT ENTITIES SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE TAX CONSEQUENCES OF AN INVESTMENT IN THE PARENT TRUST. TAX-EXEMPT INVESTORS MAY INCUR SIGNIFICANT AMOUNTS OF UBTI AS A RESULT OF INVESTING IN THE PARENT TRUST.

On an annual basis, the Parent Trust will advise each Benefit Plan Investor as to how to compute its share of any UBTI generated by the Parent Trust for purposes of filing such Benefit Plan Investor's tax returns. A tax-exempt investor that realizes UBTI is required to file Form 990-T in addition to its normal tax return for each year in which it realizes at least \$1,000 in gross income from UBTI activities, regardless of whether it owes tax for the year.

Tax Impact of Sale of a Property

If a Property is sold or otherwise disposed of, the Investors will likely recognize taxable income. The amount realized by the Investors will include the amount of any debt assumed by the Investor or eliminated in such disposition of a Property. An Investor will have taxable income to the extent that the amount realized by such Investor exceeds his, her or its tax basis in his, her or its Interests. In addition, as noted above in "*Net Income and Loss of Each Investor*," the 3.8% Medicare Contribution Tax is likely to apply to any net gain realized on a taxable disposition of a Property.

State and Local Laws

Some states adopt Section 1031 in whole, other states adopt it in part and still other states impose their own requirements to qualify for deferral of gain under state law. In addition, while many states follow federal tax law by treating the owner of an interest in a fixed investment trust as owning an interest in the assets held by the trust, other state laws may differ and could result in the imposition of income or other taxes on such entities. Therefore, each prospective Investor must consult his, her, or its own tax advisor as to the qualification of a transaction for deferral of gain under state law.

In addition, ownership of an Interest may result in an obligation to pay state or local tax in the states and/or localities where the Properties are located, and Investors may be subject to state and/or local tax withholding on their cash distributions from the Parent Trust. If so, the Parent Trust may be obligated to act as withholding agent and to pay such withholdings over to the state and/or local taxing authorities. Any such withholdings should be creditable against an Investor's income tax obligations in the state and/or locality with respect to his, her or its share of the Parent Trust's income from the Properties. State and local taxing jurisdictions may also impose applicable transfer taxes upon a disposition of the Properties or an Interest. Prospective Investors must consult with their own tax advisors concerning the applicability and impact of state and local tax laws.

Tax Opinion

Seyfarth Shaw LLP, Special Tax Counsel to the Parent Trust, has rendered the Tax Opinion concerning certain issues related to the Interests as set forth in this Memorandum. A copy of the Tax Opinion of Special Tax Counsel is attached as Exhibit B to this Memorandum. Except as to matters stated therein, which are based upon the law in effect as of the date of the Tax Opinion, the issuance of the Tax Opinion should not in any way be construed as implying that Special Tax Counsel has approved or passed upon any other matter for the Parent Trust.

PROSPECTIVE INVESTORS SHOULD NOTE THAT A NUMBER OF ISSUES DISCUSSED IN THIS MEMORANDUM HAVE NOT BEEN DEFINITELY RESOLVED BY STATUTES, TREASURY REGULATIONS, RULINGS OR JUDICIAL OPINIONS. ACCORDINGLY, NO ASSURANCES CAN BE GIVEN THAT THE CONCLUSIONS EXPRESSED HEREIN WILL BE ACCEPTED BY THE IRS, OR, IF CONTESTED, WOULD BE SUSTAINED BY A COURT, OR THAT LEGISLATIVE CHANGES OR ADMINISTRATIVE PRONOUNCEMENTS OR COURT DECISIONS MAY NOT BE FORTHCOMING THAT WOULD SIGNIFICANTLY ALTER OR MODIFY THE CONCLUSIONS EXPRESSED HEREIN, WITH POSSIBLY RETROACTIVE EFFECT. EACH PROSPECTIVE INVESTORS MUST CONSULT HIS, HER OR ITS OWN TAX COUNSEL ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN AN INTEREST.

ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with an investment in the Parent Trust by Benefit Plan Investors. The following is merely a summary of such considerations, however, and a complete discussion of the considerations associated is beyond the scope of this summary.

Each Benefit Plan Investor considering investing the assets of an IRA, or a pension, profit sharing, 401(k), Keogh or other employee benefit plan in the Parent Trust should satisfy itself that such investment is consistent with its fiduciary obligations under ERISA and other applicable law, is made in accordance with the documents and instruments governing the plan or IRA, including the plan's investment policy, and satisfies the prudence and diversifications requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA. Each Benefit Plan Investor should also determine that an investment in the Parent Trust will not impair the liquidity of the plan or IRA and that, even though it is expected that the Interests will produce unrelated business taxable income for the Benefit Plan Investor, the purchase and holding of an Interest is still consistent with the fiduciary obligations of the Benefit Plan Investor. See "FEDERAL INCOME TAX CONSEQUENCES" for a discussion of the unrelated business taxable income issues applicable to tax-exempt investors such as Benefit Plan Investors. Each Benefit Plan Investor should also satisfy itself that it will be able to value the assets of the plan annually in accordance with ERISA requirements.

Treatment of the Parent Trust under ERISA

ERISA and the Code do not define "plan assets." However, the DOL has issued the Plan Asset Rules concerning the definition of what constitutes the assets of an employee benefit plan. The Plan Asset Rules provide that, as a general rule, the underlying assets and properties of corporations, partnerships, trusts and certain other entities in which a plan purchases an "equity interest" will be deemed, for purposes of ERISA, to be assets of the investing plan unless certain exceptions apply. The Plan Asset Rules define an "equity interest" as any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and which has no substantial equity features. Interests in the Parent Trust offered hereby should be treated as "equity interests" for purposes of the Plan Asset Rules.

One exception to the look-through rule under the Plan Asset Rules provides that an investing plan's assets will not include any of the underlying assets of an entity if at all times less than 25% of each class of "equity" interests in the entity are held by Benefit Plan Investors. The Sponsor and the Signatory Trustee intend to take such steps as may be necessary to limit the ownership of Interests in the Parent Trust by Benefit Plan Investors to less than 25% of the total amount of Interests, and thereby qualify for the 25% exemption. If, however, neither this nor any other exemption under the Plan Asset Rules were available and the Parent Trust were deemed to hold plan assets by reason of a Benefit Plan Investor's investment in the Interests, such Investor's indirect interest in the Properties would be considered a plan asset. In such event, the Properties, transactions involving the Properties and the persons with authority or control over and otherwise providing services with respect to the Properties would be subject to the fiduciary responsibility provisions of Title I of ERISA and the prohibited transaction provisions of ERISA and Code Section 4975. See "RISK FACTORS – ERISA Risks" for a discussion of certain consequences if the prohibited transaction provisions of ERISA and Code Section 4975 apply to the Parent Trust.

Each Benefit Plan Investor that is a prospective Investor in an Interest in the Parent Trust should consult with its counsel with respect to the potential applicability of ERISA and Code Section 4975 to such investment and determine on its own whether any exceptions or exemptions are applicable and whether all conditions of any such exceptions or exemptions have been satisfied. Moreover, each Benefit Plan Investor should determine whether, under the general fiduciary standards of investment prudence and diversification, an investment in an Interest is appropriate for the Benefit Plan Investor, taking into account the overall investment policy of such investor and the composition of such investor's investment portfolio. The sale of Interests in the Parent Trust is in no respect a representation by the Sponsor, the Parent Trust, their affiliates or any other person that such an investment meets all relevant legal requirements with respect to investments by plans generally or that such an investment is appropriate for any particular plan.

If the assets of the Parent Trust are deemed to constitute plan assets, each Benefit Plan Investor that is required to file a Form 5500 Annual Return/Report will be required to include its proportionate share of each asset owned by the Parent Trust, and certain transactions of the Parent Trust, on its Form 5500, and may also be required to report

certain fees and compensation paid by the Parent Trust on Schedule C of Form 5500. The descriptions contained in this Memorandum of fees and compensation, are intended to satisfy the disclosure requirements for “eligible indirect compensation” for which the alternative reporting option on Schedule C may be available.

SUMMARY OF THE PURCHASE AGREEMENT

General

Each Investor will be required to execute a complete and accurate Investor Questionnaire and Purchase Agreement, the forms of which are attached as Exhibit A to this Memorandum. Prospective Investors should review the entire Investor Questionnaire and Purchase Agreement with their own independent legal counsel before submitting an offer to purchase an Interest. Except as set forth in this section below in “*Termination of the Purchase Agreement*,” the execution of the Investor Questionnaire and Purchase Agreement and tender of the requisite amount of money will constitute an irrevocable offer to purchase an Interest. The following is merely a summary of some of the significant provisions of the Purchase Agreement and is qualified in its entirety by reference thereto.

Each prospective Investor will be required to acknowledge and represent in the Purchase Agreement that the prospective Investor is acquiring the Interest for investment purposes and not with a view for resale or distribution. Further, each prospective Investor must acknowledge and represent that the prospective Investor is aware of the risks inherent in an investment such as the Interest, including, without limitation, the risks set forth in this Memorandum.

Submission of Offer to Purchase

A summary of the procedures for the offer and purchase of an Interest is set forth in the section of this Memorandum entitled “HOW TO PURCHASE.” Investors should read that section in its entirety.

Closing

Each prospective Investor will be required to return to the Parent Trust an executed copy of a (1) complete and accurate Investor Questionnaire and Purchase Agreement, the forms of which are attached as Exhibit A to this Memorandum, and (2) signature page to the Parent Trust Agreement, the form of which is attached to the Investor Questionnaire. Prospective Investors may be accepted or rejected by the Parent Trust at any time within 30 days of receipt of the foregoing documents. Any proposed purchase of Interests not accepted within 30 days of receipt shall be deemed rejected.

If approved by the Parent Trust, the Investor must deliver the full amount of the purchase price to the Parent Trust and satisfy certain other closing conditions set forth in the Purchase Agreement.

Within a reasonable time after closing the purchase of the Interests by an Investor, a confirmation statement reflecting the Interests purchased will be delivered to each Investor. See “PLAN OF DISTRIBUTION.”

Termination of the Purchase Agreement

In general, a purchase of Interests is irrevocable and may not be canceled, terminated or revoked. The Purchase Questionnaire and the Purchase Agreement will survive the death or disability of the Investor and will be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns.

An Investor’s Purchase Agreement will be terminated if: (a) a prospective Investor is not accepted by the Parent Trust or (b) the Parent Trust terminates the Offering for any reason.

If an offer to purchase is rejected in whole or in part, or if the Parent Trust terminates the Offering for any reason, the prospective Investor will have no right to acquire an Interest in the Parent Trust and will have no claims against the Parent Trust for damages, expenses, lost profits or otherwise.

No Tax Advice

Other than the Tax Opinion issued by the Parent Trust’s Special Tax Counsel, a copy of which is attached as Exhibit B to this Memorandum, the Investors will acquire their Interests without any representations from the Parent

Trust regarding the tax implications of the transaction. Each Investor should consult his, her or its own independent attorneys and other tax advisors regarding the tax implications of the Investor's acquisition of the Interests, including whether such acquisition will qualify as part of a proposed Section 1031 Exchange, if one is contemplated. See "FEDERAL INCOME TAX CONSEQUENCES."

Indemnity

The Purchase Agreement contains an indemnity provision whereby each Investor will be required to indemnify, defend and hold harmless the Parent Trust, its beneficiaries, the Signatory Trustee and certain other parties from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) that they may incur by reason of the Investor's failure to fulfill all of the terms and conditions of the Investor Questionnaire and Purchase Agreement or untruth or inaccuracy of any of the representations, warranties, covenants or agreements contained therein.

Arbitration

Each Investor voluntarily waives the right to have any dispute arising out of the Investor Questionnaire and Purchase Agreement litigated in a court or decided by jury trial. Any dispute or controversy arising out of, or relating to, the Purchase Agreement will be resolved by final and binding arbitration brought in California.

PLAN OF DISTRIBUTION

Rule 506(c)

This Offering is being made in reliance on Rule 506(c) of Regulation D promulgated under the Securities Act. The Offering is strictly limited to certain qualified, Accredited Investors, who must provide documentary evidence demonstrating that they are “Accredited Investors”. See “WHO MAY INVEST.”

General Description

The Interests are beneficial interests in the Parent Trust. If a prospective Investor elects to purchase Interests and the Parent Trust accepts such purchase, he, she or it will become an Investor in the Parent Trust upon payment in full of the purchase price. The Trustees (and in particular the Signatory Trustee) are solely responsible for the operation and management of the Trusts. The Investors have no right to participate in the management of the Trusts or in the decisions made by the Trustees. The Trustees will not consult with the Investors when making decisions with respect to the Trusts and the Properties. The Signatory Trustee will be under no obligation to make its decision with respect to a prospective sale of the Properties in accordance with the wishes of Investors. The sole rights of the Investors will be to receive distributions from the Parent Trust if, as and when made, as provided in the Parent Trust Agreement, and to remove and replace a Trustee only in certain, limited circumstances as described herein. See “SUMMARY OF THE TRUST AGREEMENTS – Terms of the Parent Trust Agreement – *Authority of Investors*.”

The Parent Trust is offering \$28,444,976 of Interests, representing 100% of the Interests in the Parent Trust. The minimum amount of Interests that an Investor may purchase is \$100,000, which is equal to an approximately 0.3516% Interest in the Parent Trust, unless the Parent Trust waives this minimum requirement. The Maximum Offering Amount assumes that all Interests are sold without adjustments to Selling Commissions and Expenses. For the avoidance of doubt, the Maximum Offering Amount assumes that all Interests are sold without adjustments to Selling Commissions and Expenses.

The Offering will terminate on or before the earlier of November 30, 2026 (which date is subject to extension by the Sponsor) or the date on which all \$28,444,976 of the Interests offered hereby have been sold.

Qualifications of Investors

The Interests are being offered only to Accredited Investors who can represent that they meet the investor suitability requirements described in “WHO MAY INVEST” and Interests may be purchased only by prospective Investors who satisfy such suitability requirements.

Sale of Interests

Prospective Investors must adhere to the arrangements and instructions summarized in “HOW TO PURCHASE” and “SUMMARY OF THE PURCHASE AGREEMENT” in this Memorandum and set forth in full in the Purchase Agreement, the form of which is attached as Exhibit A to this Memorandum. There is no assurance that all of the Interests will be sold, and the Parent Trust reserves the right to refuse to sell Interests to any person, in its sole discretion, and may terminate this Offering at any time.

Marketing of Interests

Offers and sales of Interests will be made on a “best efforts” basis by the Selling Group Members, broker-dealers who are members of FINRA. The Managing Broker-Dealer, Orchard Securities, LLC, a Utah limited liability company and a member of FINRA, serves as the Managing Broker-Dealer and will receive Selling Commissions of up to 6.0% of the Total Sales, some or all of which it may re-allow to the Selling Group Members; provided, however, that this amount may be reduced in the event a lower commission rate is requested by a Selling Group Member and the commission rate will be the lower agreed upon rate. Thus, certain Investors may acquire Interests net of Selling Commissions. The Managing Broker-Dealer will also receive a Managing Broker-Dealer Fee of up to 3.5% of the Total Sales, which may be re-allowed, in whole or in part, to the Selling Group members. The Parent Trust will also

reimburse the Sponsor and its affiliates for the O&O Expenses of up to 1.0%. Except as described in “ESTIMATED SOURCES AND USES OF PROCEEDS,” the total Selling Commissions and Expenses will not exceed 10.5% of the Total Sales. The Parent Trust will pay the Selling Commissions and Expenses out of the gross Offering proceeds. For purposes of calculating the Total Sales, any discounts or reductions of Selling Commissions and Expenses or other fees with respect to any purchase of Interests will be disregarded. The Parent Trust, in its sole discretion, may accept purchases of Interests at a lower price from Investors purchasing through a registered investment advisor or from Investors who are affiliates of the Depositor or a Selling Group Member or otherwise. The Managing Broker-Dealer or its affiliate is also entitled to receive certain additional amounts from the Sponsor in connection with this Offering as well as certain fees paid to the Sponsor and its affiliates otherwise described herein.

In addition to the foregoing fees and expenses, the Managing Broker-Dealer will receive the following fees and reimbursements: (1)(a) a servicing fee of up to \$2,000 per month, and (b) a wholesaling fee of up to \$10,000 per month, plus certain reimbursements, in each case for the duration of the Offering, in connection with its role in effectuating the Offering, neither of which will come from the Offering proceeds or distributions from the Trust; (2) 20% of the Acquisition Fee (approximately \$266,877); and (3) 7.5% of the Disposition Fee (as defined herein) paid to Master Tenant in connection with the disposition of the Property. The Parent Trust will obtain representations from the Managing Broker-Dealer and the Selling Group Members that the applicable party is not a “bad actor” as that term is defined in Rule 506(d) of Regulation D. In the event that a statutory “bad actor” participates in the Offering, the Parent Trust may lose its exemption from registration of the Interests.

Inquiries about purchases may be sent via mail to the Managing Broker-Dealer at

Blue Door Property III, DST
c/o Orchard Securities, LLC
365 Garden Grove Lane, Suite 100
Pleasant Grove, Utah 84062
Attn: Operations Department

or the Parent Trust at (801) 316-4301 or via e-mail at ops@orchardsecurities.com.

Sales Materials

Other than this Memorandum, the Exhibits hereto and factual summaries and sales brochures of the Offering, no other literature will be used in the Offering.

The Sponsor, the Parent Trust, the Signatory Trustee and parties related thereto may also respond to specific questions from broker-dealers and prospective Investors. Information relating to the Offering may be made available to broker-dealers for their internal use. However, the Offering is made only by means of this Memorandum. Except as described herein, the Parent Trust has not authorized the use of other sales materials in connection with the Offering. The information in such materials does not purport to be complete and should not be considered a part of this Memorandum, or as incorporated into this Memorandum by reference or as forming the basis of the Offering.

No dealer, salesperson or other person has been authorized to give any information or to make any representations other than those contained in this Memorandum or in any sales literature issued by the Parent Trust and referred to in this Memorandum, and, if given or made, such information or representations must not be relied upon.

Fee Waivers

Each Investor may agree with the Investor’s respective investment representatives or broker/dealer to reduce or eliminate any Selling Commissions payable with respect to the Investor’s purchase of the Interests. In this case, the Parent Trust will not pay any Selling Commissions to the Managing Broker-Dealer in respect of the Interests for which the broker/dealer or investment representative has agreed to waive or reduce the fees, to the extent of such waiver or reduction, which will have the effect of increasing the amount of Interests purchased by the particular Investor. In addition, in no event will any Selling Commissions or other fees be paid in connection with the sale of Interests directly

by the Parent Trust including without limitation sales to affiliates of the Sponsor. The proceeds to the Parent Trust will not be affected by any waiver of Selling Commissions.

In addition, on a case-by-case basis, the Managing Broker-Dealer and/or the Sponsor may, in its sole discretion, decide to reduce or waive certain fees or reimbursements to which they are entitled in connection with a particular sale of Interests. Any such waiver or reduction will have the effect of increasing the amount of Interests purchased by the particular Investor. The proceeds to the Parent Trust will not be affected by any waiver of these fees or reimbursements.

Moreover, in certain circumstances, in addition to the waivers and reductions described in the preceding paragraph, the Parent Trust may elect to further discount the price at which it sells the Interests. In any such circumstance, the proceeds to the Parent Trust will not be affected because any difference between the discounted purchase price and the stated purchase price will be borne by the Sponsor and not the Parent Trust.

In the event an Investor independently uses the services of a registered investment advisor and not a broker/dealer in connection with the purchase of Interests, no Selling Commissions will be payable to the investment advisor with respect to the Investor's purchase of those Interests, which will have the effect of increasing the amount of Interests purchased by the particular Investor. The payment of any fees or similar compensation to such investment advisor will be the sole responsibility of the Investor, and the Parent Trust will have no liability for that compensation. The proceeds to the Parent Trust will not be affected by this waiver of Selling Commissions.

Limitation of Offering

The offer and sale of the Interests are made in reliance upon exemptions from the Securities Act and state securities laws. Accordingly, distribution of this Memorandum has been strictly limited to persons satisfying the investor suitability requirements described herein, and this Memorandum does not constitute an offer to sell or a solicitation of an offer to buy with respect to any person not satisfying those requirements.

Ownership by the Sponsor

As of the date of this Memorandum, the beneficiaries of the Parent Trust are the Depositor with respect to 99% of the beneficial interests and Blue Door Holdco with respect to 1% of the beneficial interests. The Interests offered herein represent 99% of the beneficial interests in the Parent Trust. The Offering is being made for purposes of returning to the Depositor its capital contributions and reducing the Depositor's beneficial ownership of the Parent Trust, establishing reserves and paying all related fees and expenses. Blue Door Holdco expects to continue to own its 1% beneficial interest in the Parent Trust after the completion of the Offering. If any Interests cannot be sold, the Depositor and/or its affiliate will own the remaining Interests, provided that the holder of such unsold Interests (whether the Depositor or otherwise) reserves the right to sell or otherwise transfer such unsold Interests, to persons affiliated with the Sponsor or otherwise, whether pursuant to a secondary offering or otherwise. The Interests owned will be held for investment purposes and not for resale. See "RISK FACTORS – Risks Related to the Offering" and "CONFLICTS OF INTEREST."

Acceptance of Investors

The Parent Trust may accept or reject the Purchase Agreement of any prospective Investor for any reason or no reason for a period of 30 days after receipt of the Purchase Agreement. Any proposed purchase of Interests not accepted within 30 days of receipt shall be deemed rejected.

Broker-Dealer Disqualifying Events

The Interests will be offered and sold pursuant to an exemption from the registration requirements of the Securities Act, in accordance with Rule 506(c) of Regulation D, and in compliance with any applicable state securities laws. Effective September 23, 2013, the SEC adopted amendments to Rule 506 requiring certain disclosures to customers in connection with Regulation D private placement offerings, which includes this Offering. Specifically, the amendments require that the Parent Trust notify you if the broker-dealers selling Interests in this Offering have

experienced certain specified “disqualifying events,” including certain criminal convictions, certain court injunctions and restraining orders, final orders of certain state and federal regulators and certain SEC disciplinary orders and SEC cease-and-desist orders, among other events (each a “**Disqualifying Event**”).

As of the date of this Memorandum, to the Parent Trust’s knowledge, no broker-dealer selling Interests in this Offering have experienced a Disqualifying Event that must be disclosed to Investors.

LITIGATION

There are no material legal actions pending against the Sponsor, the Master Tenants or the Trusts nor, to the knowledge of the Sponsor, the Master Tenants or the Parent Trust, respectively, are any such proceedings threatened or contemplated.

REPORTS AND ADDITIONAL INFORMATION

Reports

The Signatory Trustee will keep proper and complete records and books of account for the Properties, which will be used by the Sponsor to prepare periodic financial statements. These books and records will be kept at the Signatory Trustee's principal place of business and will be available to the Investors during reasonable business hours with notice.

The Signatory Trustee intends to provide all Investors with an Investor Report, which will include a financial update as well as updates regarding the performance of the Properties, on a quarterly basis. However, the Signatory Trustee will not begin providing these Investor Reports until the later to occur of (1) the last Investor closing on his, her or its investment in the Parent Trust, (2) the Parent Trust completing its first full year of operations, and (3) with respect to each Investor, the Investor providing the Signatory Trustee with an email address to receive electronic delivery of the Investor Reports.

Tax Information

The Signatory Trustee will provide to the Investors in time for each Investor to file the Investor's tax returns, all tax information (other than with respect to depreciation) concerning the Parent Trust that is necessary for preparing the Investor's income tax returns for that year.

Additional Information

The Parent Trust will answer inquiries concerning the Interests and other matters relating to the Offering. Also, the Parent Trust will afford the prospective Investors the opportunity to obtain any additional information (to the extent the Parent Trust possesses such information or can acquire such information without unreasonable effort or expense) that is necessary to verify the information in this Memorandum.

EXHIBIT A

Form of Investor Questionnaire and Purchase Agreement

[attached]

INVESTOR QUESTIONNAIRE & PURCHASE AGREEMENT INSTRUCTIONS

In order to complete the closing of this transaction, please provide the following information regarding your desired investment:

LEGAL REGISTRATION NAME OF INVESTOR: _____

[Please note that if this is a Section 1031 tax deferred exchange, the replacement property must be held in exactly the same name as the relinquished property. List the name(s) exactly as they appeared on the title of the relinquished property.]

TYPE OF INVESTMENT

Check all that apply:

- ☐ Section 1031 tax-deferred exchange (if selected, please complete Section V).
* Please verify that the equity investment amount is fully available after any Qualified Intermediary/Accommodator fees have been accounted for (exchange amount - fees = amount of equity investment).
- ☐ Section 1033 Exchange.
- ☐ Cash investment.

Minimum Purchase Amount for Section 1031 Investor is \$100,000.

Minimum Purchase Amount for Cash Investor is \$25,000.

Amount of Equity Investment: \$ _____

FUNDS TO CLOSE

Please indicate how you will be purchasing your interest:

- ☐ Funds will be wired by my qualified intermediary (the holder of the exchange proceeds from my relinquished property) (if selected, please complete Section V).
- ☐ Funds will be wired by me.
- ☐ I am sending a check made payable to "Blue Door Property III, DST".

INVESTMENT CHECKLIST

In addition, in order to complete the closing of your investment, the following information is required:

- ☐ Investor Questionnaire (attached): please complete, sign and date, **including a photocopy (front and back) of the driver's license of each of the undersigned investors.**
- ☐ Purchase Agreement (attached): please complete, sign and date. Include documentary evidence listed in Appendix A-1, a certification in the form of Appendix A-2, or a substitute certification in lieu of the form of Appendix A-2.
- ☐ Trust Agreement Signature Page (attached): please complete, sign and date.
- ☐ Entity Documentation (*i.e.*, trust certificate and trust agreement, corporate bylaws; partnership agreement; operating agreement; resolution, as applicable). Please note that the documentation submitted **must include documents authorizing signing authority** and should include any and all amendments.

Please complete and return all documentation electronically to: ops@orchardsecurities.com.

If physical mail is required, please send documents to:

Blue Door Property III, DST
c/o Orchard Securities, LLC
365 Garden Grove Lane, Suite 100
Pleasant Grove, Utah 84062
Attn: Operations Department
Telephone: (801) 316-4301

APPROVAL PAGE

LEGAL REGISTRATION NAME OF INVESTOR: _____

FINANCIAL ADVISOR APPROVAL AND CERTIFICATION

Financial Advisor must approve, certify and sign below:

The investment provided for herein is **APPROVED**.

The undersigned Financial Advisor hereby represents and warrants that he or she will comply with the applicable requirements of the Securities Act of 1933, as amended, and the published rules and regulations of the Securities and Exchange Commission thereunder, and applicable blue sky or other state securities laws, as well as the rules and regulations of FINRA or any other applicable regulatory authority. The undersigned further represents and warrants that the Financial Advisor is not subject to any of the “Bad Actor” disqualifications described in Rule 506(d) under the Securities Act of 1933, as amended, except for such event: (1) contemplated by Rule 506(d)(2) of the Securities Act of 1933, as amended, and (2) a reasonably detailed description of which has been furnished to Blue Door Property III, DST in writing. The prospective Investor meets the Investor suitability requirements set forth in the Confidential Private Placement Memorandum of Blue Door Property III, DST dated November 13, 2025, as amended and supplemented, and the acquisition of the securities described therein is otherwise a suitable investment for such Investor as may be required by all applicable laws, rules and regulations.

Signature: _____ Date: _____

Printed Name: _____

Financial Advisor ID: _____

Broker-Dealer or RIA Name: _____

Firm Type: ☐ Broker Dealer ☐ Registered Investment Advisor ☐ Other

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Email: _____

BROKER DEALER PRINCIPAL OR RIA PRINCIPAL APPROVAL

A Principal of the Broker Dealer or Registered Investment Advisor must approve and sign below:

The investment provided for herein is **APPROVED**.

Signature: _____ Date: _____

Printed Name: _____

Broker-Dealer or RIA Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Email: _____

APPROVAL PAGE

(Only to be completed when using a substitute accreditation letter, and not the one provided in Appendix A-2)

LEGAL REGISTRATION NAME OF INVESTOR: _____

FINANCIAL ADVISOR REPRESENTATIONS AND WARRANTIES (SUBSTITUTE CERTIFICATE ONLY)

If the Dealer Manager [or a Selling Dealer] elects to provide a substitute certification (a “Certificate”) in a different form in lieu of the form of Appendix A-2, it also makes the additional representations and indemnities set forth below:

1. The statements contained in the substitute Certificate are based upon the undersigned’s familiarity with the documentation obtained and actions taken by the undersigned to verify accredited investor status. While the undersigned is not aware of any facts that would lead it to believe that the Supporting Documents are incomplete or inaccurate, the undersigned makes no affirmative representation as to their completeness or accuracy.
2. The undersigned will retain adequate records that document the steps taken to verify that the Investor is an accredited investor.
3. The undersigned knows of no facts, circumstances or events that are contrary to or inconsistent with the statements contained in the substitute Certificate.
4. The undersigned will notify the Trust if anything in the substitute Certificate ceases to be true prior to the Trust accepting the Investor’s investment.
5. The undersigned agrees to indemnify the Trust and its affiliates and hold them harmless from any liability that they may incur as a result of the undersigned’s failure to perform reasonable steps as provided above and/or in the substitute Certificate to verify accredited investor status.
6. The undersigned agrees to indemnify the Trust and its affiliates and hold them harmless from any liability that they may incur as a result of the substitute Certificate being untrue in any respect.
7. The undersigned confirms that (a) a copy of the substitute Certificate has been furnished to the Trust; (b) all supporting documentation will be made available to the Trust upon written request; and (c) the undersigned will retain the supporting documentation for a period of six (6) years from the date set forth below.
8. The undersigned acknowledges that the substitute Certificate and any supporting documentation may be furnished to government agencies, offices or bodies upon their request.

We verify that the above subscription either does not involve a discretionary account or, if so, that we have made the Investor aware, prior to subscribing for the Interest, of the risks entailed in investing in the Interest.

Signature: _____ Date: _____

Printed Name: _____

Broker-Dealer or RIA Name: _____

Firm Type: ☐ Broker Dealer ☐ Registered Investment Advisor ☐ Other

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Email: _____

INVESTOR QUESTIONNAIRE

INVESTMENT OF BENEFICIAL INTERESTS IN BLUE DOOR PROPERTY III, DST

Please read carefully the Confidential Private Placement Memorandum of Blue Door Property III, DST (the “Trust”) dated November 13, 2025, as amended and supplemented and with all exhibits thereto (collectively, the “Memorandum”), relating to the potential investment in beneficial interests in the Trust (each, an “Interest” and collectively, the “Interests”) before deciding to subscribe. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Memorandum.

EACH PROSPECTIVE INVESTOR SHOULD EXAMINE THE SUITABILITY OF THIS TYPE OF PURCHASE OF SECURITIES IN THE CONTEXT OF ITS OWN NEEDS, PURCHASE OBJECTIVES, AND FINANCIAL CAPABILITIES AND SHOULD MAKE ITS OWN INDEPENDENT INVESTIGATION AND DECISION AS TO SUITABILITY AND AS TO THE RISK AND POTENTIAL GAIN INVOLVED. ALSO, EACH PROSPECTIVE INVESTOR IS ENCOURAGED TO CONSULT WITH ITS ATTORNEY, ACCOUNTANT, FINANCIAL CONSULTANT OR OTHER BUSINESS OR TAX ADVISOR REGARDING THE RISKS AND MERITS OF THE PROPOSED PURCHASE.

This private offering (the “Offering”) of Interests in the Trust is limited to “accredited investors,” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 (the “Securities Act”), who meet all of the suitability requirements and qualifications set forth in the Memorandum. If you meet these qualifications and desire to purchase an Interest, then please complete, execute and deliver this Investor Questionnaire together with the other documents described below, electronically to:

ops@orchardsecurities.com

If physical mail is required, please send documents to:

Blue Door Property III, DST
c/o Orchard Securities, LLC
365 Garden Grove Lane, Suite 100
Pleasant Grove, Utah 84062
Attn: Operations Department
Telephone: (801) 316-4301

IMPORTANT NOTE: Please make checks payable to “Blue Door Property III, DST”

You must complete, sign and return an executed copy of (i) this completed Investor Questionnaire, (ii) a Purchase Agreement (the “Purchase Agreement”) and (iii) a signature page to the Amended and Restated Trust Agreement of the Trust (the “Trust Agreement”). Upon receipt of such documents and verification of the prospective Investor’s investment qualifications, the Trust will elect whether to accept the prospective Investor’s investment. Upon the Trust’s acceptance of a prospective Investor for the purchase of an Interest, the Trust will so notify the prospective Investor. Investors whose subscriptions are accepted by the Trust must remit the entire purchase price for their Interests to the Trust by wiring such funds or by delivering a check for the purchase price of the Interests (the “Purchase Price”), in accordance with the below instructions. The Trust reserves the right, in its sole discretion, to accept or reject a prospective Investor for any reason whatsoever. If a prospective Investor is not accepted, such prospective Investor’s original documents and payments, if any, will be returned without interest. Prospective Investors may be accepted or rejected by the Trust at any time within 30 days of receipt of the foregoing documents. Any proposed purchase of Interests not accepted within 30 days of receipt shall be deemed rejected.

If applicable, you will need to instruct your 1031 exchange qualified intermediary/accommodator (the “Accommodator”) to wire the amount of your Purchase Price to Wells Fargo Bank, N.A. (the “Escrow Bank”) (wiring instructions will be provided). The Purchase Price may also be paid by check to “Blue Door Property III, DST” and mailed to the address set forth above. The purchaser of the Interests (the “Investor”) acknowledges that the Escrow Bank is acting solely as a depository in connection with the Offering and makes no recommendation or endorsement with respect to such Offering, and the Escrow Bank has made no investigation regarding the Offering, the Trust or the Property described in the Memorandum.

INVESTOR QUESTIONNAIRE INVESTMENT OF BENEFICIAL INTERESTS IN BLUE DOOR PROPERTY III, DST

This Investor Questionnaire relates to the undersigned's intention to purchase an Interest in the Trust for a purchase price as listed on page 1 of the Investor Questionnaire & Purchase Agreement. In order to induce the Trust to accept the Purchase Agreement, and as further consideration for such acceptance, the undersigned hereby makes the following acknowledgments, representations and warranties, with the full knowledge that the Trust will expressly rely thereon in making a decision to accept or reject the undersigned's Purchase Agreement:

SECTION I – OWNERSHIP AND INVESTMENT INFORMATION

A. IF INVESTING AS AN INDIVIDUAL(S), PLEASE COMPLETE THE FOLLOWING:

Name of Investor: _____

Name of Joint Investor (if applicable): _____

Primary State of residency: _____

Type of ownership: ☐ Individual Ownership ☐ Joint Tenants ☐ Tenants in Common ☐ Community Property

Accredited Investor Certification: I hereby represent and warrant that:

(Each Investor must initial the statement or statements below that truthfully describe him or her.)

- _____ I am a natural person whose individual net worth, or joint net worth with my spouse or spousal equivalent exceeds \$1,000,000 at the time of purchasing the Interests; or
(For purposes of determining net worth, exclude the value of your primary residence as well as the amount of indebtedness secured by your primary residence, up to the fair market value. Any amount in excess of the fair market value of your primary residence must be included as a liability. In the event the indebtedness on your primary residence was increased in the 60 days preceding the completion of this Investor Questionnaire, the amount of the increase must be included as a liability in the net worth calculation.)
- _____ I am a natural person who had individual income in excess of \$200,000 in each of the two most recent years, or joint income with my spouse or spousal equivalent in excess of \$300,000 in each of those years, and I have a reasonable expectation of reaching the same income level in the current year.
- _____ I am a natural person who holds, in good standing, one of the following professional licenses: the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65).

After completing this page, you may proceed to Section II.

B. IF INVESTING AS A TRUST, PLEASE COMPLETE THE FOLLOWING:

Name of Trust: _____

Trust Taxpayer Identification Number: _____

Trustee Name: _____ SSN: _____ DOB: _____

Trustee Name: _____ SSN: _____ DOB: _____

Trustee Name: _____ SSN: _____ DOB: _____

Trustee Name: _____ SSN: _____ DOB: _____

Please submit a copy of the Trust Agreement and any amendments.

Please note: If a prospective Investor is purchasing Interests through a trust that is a taxpaying entity, then all trustees must complete and execute the Investor Questionnaire on behalf of the trust and all questions concerning income, assets, and accreditation will pertain to the trust. If, on the other hand, the trust is not the taxpaying entity with respect to this investment (e.g., a grantor trust), then the person paying the tax on the trust's income (the "**taxpayer**") must complete and execute the Investor Questionnaire and all questions concerning income and assets will pertain to the taxpayer.

Accredited Investor Certification: I hereby represent and warrant that:

Revocable Trusts: Please initial the statement or statements below that truthfully describe the prospective Investor:

_____ Investor is a revocable trust: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in an Interest;

_____ Investor is a revocable trust in which the trustee, or co-trustee, of the trust is a bank, insurance company, registered investment company, business development company, or small investment company; or

_____ Investor is a trust in which each grantor is either:
a natural person whose individual net worth, or joint net worth with my spouse (exclusive of the value of my primary residence) of more than \$1,000,000; or
(For purposes of determining net worth, exclude the value of your primary residence as well as the amount of indebtedness secured by your primary residence, up to the fair market value. Any amount in excess of the fair market value of your primary residence must be included as a liability. In the event the indebtedness on your primary residence was increased in the 60 days preceding the completion of this Investor Questionnaire, the amount of the increase must be included as a liability in the net worth calculation.)

(a) a natural person who had individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of \$300,000 in each of those years, and who has (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

Irrevocable Trusts: Please initial the statement below that truthfully describes the prospective Investor:

_____ Investor is an irrevocable trust: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of the Purchase Agreement; or

_____ Investor is a trust in which the trustee, or co-trustee, of the trust is a bank, insurance company, registered investment company, business development company, or small investment company.

After completing this page, you may proceed to Section II.

C. IF INVESTING AS AN ENTITY (CORPORATION, PARTNERSHIP, LLC, ETC.), PLEASE COMPLETE THE FOLLOWING:

Name of Entity: _____

Entity Address: _____

City: _____ State: _____ Zip: _____

Entity Taxpayer Identification Number: _____

Names of equity owners/signatories and ownership percentages (*ownership percentages must total 100%*):

1. _____

2. _____

3. _____

4. _____

Type of ownership: ☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Other: _____**Corporation** – If purchasing as a corporation, the Investor must submit a copy of the corporation's bylaws, with any and all amendments.**Partnerships** – If purchasing as a partnership, the Investor must submit a copy of the partnership agreement, with any and all amendments.**Limited Liability Company** – If purchasing as a limited liability company, the Investor must submit a copy of the limited liability company agreement, with any and all amendments.**Accredited Investor Certification:** I hereby represent and warrant that:**Please initial the statement or statements below that truthfully describe the prospective Investor:**

_____ The Investor is a company, with total assets over \$5,000,000, not formed for the specific purpose of acquiring Interests and the Investor's purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Interests;

_____ The Investor is a broker-dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;

_____ The Investor is an investment company under the Investment Company Act of 1940 (the "**Investment Company Act**");

_____ The Investor is a business development company, as defined in section 2(a)(48) of the Investment Company Act;

_____ The Investor is a private business development company (as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended);

_____ The Investor is a small business investment company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ The Investor is a bank, as defined in Section 3(a)(2) of the Securities Act, any savings and loan association, or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity, or any insurance company as defined in Section 2(13) of the Securities Act; or

_____ The Investor is an entity in which all of the equity owners are "accredited investors."

_____	_____	The Investor is an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “ Investment Advisers Act ”) or registered pursuant to the laws of a state;
_____	_____	The Investor is an investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act;
_____	_____	The Investor is a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act.
_____	_____	The Investor is a family office, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, that (i) has assets under management in excess of \$5,000,000; (ii) is not formed for the specific purpose of acquiring the Interests and (iii) has a person directing the prospective investment who has such knowledge and experience in financial and business matters so that the family office is capable of evaluating the merits and risks of the prospective investment.
_____	_____	The Investor is a family client, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the preceding clause and whose prospective investment in the Interests is directed by that family office pursuant to the preceding clause.

INVESTOR QUESTIONNAIRE

SECTION II – INVESTOR INFORMATION

(Please provide additional pages as necessary to complete this Section II for all equity owners.)

INVESTOR #1 (SPOUSE #1, TRUSTEE #1, EQUITY OWNER #1, ETC.):

Salutation: Mr. ___ Ms. ___ Mrs. ___ Dr. _____

Name: _____

Date of Birth: _____

Social Security No: _____

Home Address: City / State / Zip: _____

Mailing Address: City / State / Zip: _____

Phone Number: _____

Email Address: _____

Country of Residence _____

INVESTOR #2 (SPOUSE #2, TRUSTEE #2, EQUITY OWNER #2, ETC.):

Salutation: Mr. ___ Ms. ___ Mrs. ___ Dr. _____

Name: _____

Date of Birth: _____

Social Security No: _____

Home Address: City / State / Zip: _____

Mailing Address: City / State / Zip: _____

Phone Number: _____

Email Address: _____

Country of Residence _____

INVESTOR QUESTIONNAIRE

SECTION III – DISTRIBUTION OPTIONS

LEGAL REGISTRATION NAME OF INVESTOR(S): _____

Please direct distributions (*select one*):

- ☐ VIA MAIL TO MAILING ADDRESS OF RECORD
- ☐ VIA MAIL TO BANK, BROKERAGE FIRM OR INDIVIDUAL (*complete #1, #2, #3 and #5 in below box*):
- ☐ VIA ELECTRONIC DEPOSIT (ACH) TO BANK OR BROKERAGE ACCOUNT (*complete #1 through #5 and attach a voided check*):

1. Name of Bank, Brokerage Firm or Individual: _____

2. Mailing Address: _____

3. City, State, Zip Code: _____

4. Bank ABA (Routing) Number: _____

5. Account Number: _____

☐ Checking ☐ Savings

Electronic Deposit (ACH) Authorization – I (we) authorize the Trust and its signatory trustee (the “**Signatory Trustee**”), to deposit distributions from my (our) interest in the Trust to my (our) account indicated above at the depository financial institution (the “**Depository**”) indicated above. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. I (we) further authorize the Signatory Trustee to debit my (our) account noted below in the event that the erroneously deposits additional funds to which I (we) am (are) not entitled, provided that such debit shall not exceed the original amount of the erroneous deposit. In the event that I (we) withdraw funds erroneously deposited into my (our) account before the Signatory Trustee reverses such deposit, I (we) agree that the has the right to retain any future distributions to which I (we) am (are) entitled until the erroneously deposited amounts are recovered by the Signatory Trustee. This authorization is to remain in full force and effect until the Signatory Trustee has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Signatory Trustee and the Depository a reasonable opportunity to act on it, or until the Signatory Trustee has sent me written notice of termination of this authorization.

The signature(s) of all Investors of record are required.

Signature of Investor

Signature of Co-Investor (if applicable)

SECTION IV – SUBSTITUTE W-9

TO BE COMPLETED BY INDIVIDUAL/ENTITY FOR WHICH INFORMATION WILL BE REPORTED TO THE IRS.

THE UNDERSIGNED CERTIFIES, under penalties of perjury that: (1) the taxpayer identification number shown below is true, correct and complete; (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or distributions, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding; (3) I am a U.S. person (including Resident Alien); and (4) I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

Taxpayer Identification No.: _____

Signature of Investor: _____ Date: _____

INVESTOR QUESTIONNAIRE

SECTION V – SECTION 1031 INVESTORS ONLY

1031 EXCHANGE INFORMATION AND AUTHORIZATION AGREEMENT

I/we, the undersigned, hereby provide the following information pertaining to my/our Qualified Intermediary/Accommodator for this acquisition. I/we request and authorize my/our Qualified Intermediary/Accommodator to furnish the Trust any information requested regarding my/our Section 1031 exchange.

The Minimum Purchase Amount for a Section 1031 Investor is \$100,000 which is approximately a 0.3516% Interest. In addition, for purposes of determining liabilities assumed in connection with the investor's Section 1031 Investor Exchange, each 0.3516% Interest will be allocated a pro rata percentage of the Loans made to the Trust, estimated at \$85,046 per \$100,000.

The following Qualified Intermediary is authorized and instructed to fund all equity due to close the transaction prior to the scheduled closing date:

Company Name: _____

Contact Person: _____

Address: _____

City / State / Zip Code: _____

Telephone No: _____

Facsimile No: _____

E-mail Address: _____

Relinquished Property Close Date: _____

Amount of Funds Due from Qualified Intermediary: _____

**ALL INVESTORS MUST SIGN THIS PAGE
INVESTOR SIGNATURE PAGE
TO INVESTOR QUESTIONNAIRE**

I (we) acknowledge and agree to all of the representations and warranties contained in this Investor Questionnaire.

If a natural person:

Signature: _____

Name: _____

Executed this: _____ **day of:** _____ **20** _____

(if joint ownership: to be signed by joint owner.)

Signature: _____

Name: _____

Executed this: _____ **day of:** _____ **20** _____

Consent of Spouse

(For individual Investors in community property states; namely, Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.)

I, _____, spouse of _____
have read and approved the foregoing Investor Questionnaire. I hereby appoint my spouse as my attorney-in-fact with respect to the exercise of any rights related to a purchase of an Interest in the Trust and agree to be bound by the provisions of the Purchase Agreement, Trust Agreement, and any other document related to the purchase of such Interest (collectively, the **“Purchase Documents”**) insofar as I may have any rights in said Purchase Documents or any property subject thereto under the community property laws of the State of or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of this Investor Questionnaire or the Purchase Documents.

Dated: _____, 20 _____ **SIGNATURE:** _____

If not a natural person:

Name of Trust/Entity: _____

Signature: _____ Name: _____

Executed this: _____ **day of:** _____ **20** _____

Signature: _____ Name: _____

Executed this: _____ **day of:** _____ **20** _____

Signature: _____ Name: _____

Executed this: _____ **day of:** _____ **20** _____

**ALL INVESTORS MUST SIGN THIS PAGE
INVESTOR SIGNATURE PAGE
TO THE TRUST AGREEMENT OF
BLUE DOOR PROPERTY III, DST**

The undersigned hereby covenants and agrees to be bound by the terms and conditions of the Amended and Restated Trust Agreement of Blue Door Property III, DST dated as of November 13, 2025.

ON BEHALF OF OR BY INDIVIDUAL INVESTOR(S):

Signature of Investor #1

Signature of Investor #2

Print Name

Print Name

ON BEHALF OF OR BY A TRUST OR ENTITY INVESTOR (trust, corporation, partnership, limited liability company):

NAME OF TRUST/ENTITY: _____

Signature of Authorized Person

Signature of Authorized Person

Print Name / Title

Print Name / Title

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and effective as of the date Seller executes this Agreement (the “**Effective Date**”) by and between **BLUE DOOR PROPERTY III, DST**, a Delaware statutory trust (the “**Seller**”) and _____ (the “**Buyer**”), with reference to the facts set forth below. All terms with initial capital letters not otherwise defined herein shall have the meanings set forth in Section 6.23.

RECITALS

A. As described in the Memorandum, Seller owns the land and improvements located at (i) 4860 North 83rd Avenue, Phoenix, AZ 85033, (ii) 460 Florida Central Parkway, Longwood, FL 32750, and (iii) 8110 South Cockrell Hill Road, Dallas, TX 75236, which, as of the Effective Date, consists of approximately 1,927 storage units, 24 modular outdoor units and 12 vehicle storage spaces (the “**Properties**”). The Properties are more particularly described on Exhibit A attached hereto and, as of the Effective Date, is 100% leased to the Master Tenant.

B. The Properties are subject to the Loan Documents and the Master Lease.

C. Seller is offering to sell to certain qualified, accredited investors pursuant to the terms and conditions set forth in this Agreement, beneficial ownership interests in Seller (each, an “**Interest**”). This sale is made pursuant to the Memorandum.

D. Buyer understands that the Purchase Price received by Seller will be applied towards the redemption of the Interests in Seller owned by the Depositor.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Agreement of Purchase and Sale.

1.1 Purchase, Sale and Purchase Price. In consideration of the covenants contained herein, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, an Interest in the Seller at a purchase price equal to \$ _____ (the “**Purchase Price**”). The “**Equity Value**” of the aforementioned Interest is equal to \$ _____, which reflects Interests issued pursuant to any discount or reduction in Selling Commissions and Expenses applicable to Buyer. Buyer’s percentage interest in the Seller is equal to the product of the Equity Value set forth above divided by the total purchase price for all Interests in the Seller (\$28,444,976), and expressed as a percentage: _____% (the “**Buyer’s Interest**”). In addition, for purposes of determining liabilities assumed in connection with the investor’s Section 1031 tax-deferred exchange, the Buyer shall be allocated a pro rata portion of the debt (i.e., the Buyer’s Interest), equal to \$ _____. (Example: A \$100,000 investment in the Seller equals a (\$100,000/\$28,444,976), or a 0.3516%, interest in the Seller, and each 0.3516% Interest will be allocated a pro rata percentage of the debt, estimated at \$85,046 per \$100,000.)

1.2 Payment. If Buyer’s subscription is accepted by Seller, Buyer shall deposit Cash with the Escrow Bank on or before five Business Days before the Closing Date (the first day of such five day period being referred to as the “**Funding Date**”) in an amount equal to the Purchase Price. Seller shall provide Buyer written notice of the Funding Date at least two Business Days prior to the Funding Date. In the event Buyer fails to deposit the Purchase Price in accordance with this Section 1.2, Seller shall have the right to terminate this Agreement.

2. Closing.

2.1 Closing Conditions.

2.1.1 This Agreement and the obligations of the parties hereunder are subject to satisfaction or waiver (by the party in whose favor the condition precedent has been established) of all the conditions precedent set forth below. If any of the following conditions precedent are neither satisfied nor waived by the Closing Date, then Seller may terminate this Agreement in accordance with Section 2.3.

2.1.2 The Signatory Trustee and, if required by the Lender, the Lender, shall have approved Buyer's entering into the Trust Agreement with respect to the purchase of Buyer's Interest.

2.2 Closing. The closing shall occur on the Closing Date.

2.3 Failure to Close without Default. If the Purchase Price is not received by Seller by 5:00 p.m. Eastern Standard Time on the Funding Date as required under Section 1.2 for any reason other than the default of either Buyer or Seller under this Agreement, either Buyer or Signatory Trustee, on behalf of Seller, may terminate this Agreement by written notice to the other party. If this Agreement is so terminated, Buyer and Seller shall be released from their obligations under this Agreement, other than any obligations of Buyer that survive the termination of this Agreement.

2.4 Seller's Deliveries After Closing. Seller shall deliver to Buyer, within a reasonable time after the Closing Date, a confirmation statement reflecting Buyer's purchase of Buyer's Interest, which shall serve as evidence of Buyer's ownership interest in Seller.

3. Distribution of Funds and Documents.

3.1 Deposit of Funds. After execution of this Agreement by Buyer, all Cash, if any, received hereunder by Escrow Bank, shall be kept on deposit by Escrow Bank until Seller instructs otherwise in accordance with Section 3.2.

3.2 Disbursements. Escrow Bank, at the instruction of Seller, on or before the Closing Date will hold for personal pickup, or if requested, wire transfer to an account designated by the party receiving such funds, (i) to Seller, or order, the Purchase Price and (ii) to Buyer, or order, any excess funds theretofore delivered to Escrow Bank by Buyer. All other disbursements by Escrow Bank shall be made by checks of Escrow Bank.

4. Buyer Representations and Warranties.

4.1 PURCHASE AS-IS. AS FURTHER PROVIDED IN THE MEMORANDUM, BUYER REPRESENTS AND WARRANTS THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTIONS, INVESTIGATIONS AND ANALYSES OF THE PROPERTIES IN ENTERING INTO THIS AGREEMENT AND BUYER IS NOT RELYING IN ANY WAY UPON ANY REPRESENTATIONS, STATEMENTS, AGREEMENTS, WARRANTIES, STUDIES, REPORTS, DESCRIPTIONS, GUIDELINES OR OTHER INFORMATION OR MATERIAL FURNISHED BY SELLER, DEPOSITOR OR SIGNATORY TRUSTEE OR ANY OF THEIR REPRESENTATIVES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER REGARDING ANY SUCH MATTERS AND IS PURCHASING BUYER'S INTEREST IN AN "AS-IS," "WHERE-IS" CONDITION. BUYER IS A SOPHISTICATED, EXPERIENCED INVESTOR AND WILL RELY ENTIRELY ON ITS OWN REVIEW OF THE SELLER AND THE PROPERTIES. BUYER ACKNOWLEDGES THAT, PRIOR TO THE DATE OF THIS AGREEMENT, BUYER HAS HAD THE OPPORTUNITY TO CONDUCT ANY AND ALL PHYSICAL INSPECTIONS OF THE PROPERTIES AS BUYER DEEMS NECESSARY, TO REVIEW AND APPROVE EACH OF THE TRANSACTION DOCUMENTS, AND TO REVIEW AND APPROVE ANY OTHER INFORMATION BUYER HAS REQUESTED.

4.2 FEDERAL INCOME TAX CONSEQUENCES.

4.2.1 AS FURTHER PROVIDED IN THE MEMORANDUM, BUYER REPRESENTS AND WARRANTS THAT (i) BUYER UNDERSTANDS THAT THE TAX CONSEQUENCES OF AN INVESTMENT IN AN INTEREST, ESPECIALLY THE TREATMENT OF THE TRANSACTION UNDER CODE SECTION 1031 AND THE RELATED "1031 EXCHANGE" RULES, ARE COMPLEX AND VARY WITH THE FACTS AND

CIRCUMSTANCES OF EACH INDIVIDUAL PURCHASER, (ii) BUYER UNDERSTANDS AND IS AWARE THAT THERE ARE SUBSTANTIAL UNCERTAINTIES REGARDING THE TREATMENT OF AN INTEREST AS REAL ESTATE FOR INCOME TAX PURPOSES, (iii) BUYER HAS READ THE ENTIRE MEMORANDUM AND FULLY UNDERSTANDS THAT THERE IS A SIGNIFICANT RISK THAT AN INTEREST WILL NOT BE TREATED AS REAL ESTATE FOR INCOME TAX PURPOSES, (iv) BUYER HAS INDEPENDENTLY OBTAINED ADVICE FROM ITS LEGAL COUNSEL AND/OR ACCOUNTANT REGARDING ANY TAX-DEFERRED EXCHANGE UNDER CODE SECTION 1031, INCLUDING, WITHOUT LIMITATION, WHETHER THE ACQUISITION OF AN INTEREST MAY QUALIFY AS PART OF A TAX-DEFERRED EXCHANGE, (v) BUYER UNDERSTANDS THAT SELLER WILL NOT OBTAIN A RULING FROM THE IRS THAT AN INTEREST WILL BE TREATED AS AN UNDIVIDED INTEREST IN REAL ESTATE FOR FEDERAL INCOME TAX PURPOSES AND (vi) BUYER UNDERSTANDS THAT THE OPINION OF COUNSEL ISSUED TO SELLER (THE “**TAX OPINION**”), WHICH TAX OPINION IS QUALIFIED AND BASED ON NUMEROUS ASSUMPTIONS THAT MAY NOT BE APPLICABLE TO BUYER, IS ONLY COUNSEL’S VIEW OF THE ANTICIPATED TAX TREATMENT AND THAT THERE IS NO GUARANTY THAT THE IRS WILL AGREE WITH SUCH OPINION.

4.2.2 BUYER ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT BUYER AND ANY OTHER PERSON WHO HAS ACQUIRED AN INTEREST IN THE SELLER BRINGS ANY CLAIM OR CAUSE OF ACTION AGAINST SEYFARTH SHAW LLP WITH RESPECT TO THE MATTERS SET FORTH IN THE TAX OPINION OR OTHERWISE RELATING TO THE OFFERING, THAT SEYFARTH SHAW LLP SHALL HAVE THE RIGHT, AT ITS ELECTION, TO CONSOLIDATE SUCH CLAIMS AND/OR CAUSES OF ACTION INTO ONE CLAIM OR CAUSE OF ACTION AND IN SUCH EVENT SEYFARTH SHAW LLP SHALL NOT BE OBLIGATED TO SEPARATELY LITIGATE ANY SUCH CLAIMS OR CAUSES OF ACTION WITH THE HOLDERS OF THE INTERESTS IN THE SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RESPONSIBLE FOR ITS INDIVIDUAL TAX CIRCUMSTANCES AND ONLY THE OPINION SET FORTH IN THE TAX OPINION MAY BE RELIED UPON BY BUYER.

4.3 Commissions. The parties mutually warrant and covenant that, other than commissions and fees described in the Memorandum, no brokerage commissions, finder’s fees or similar commissions or fees shall be due or payable on account of this transaction. Each party shall indemnify, protect, defend (with legal counsel acceptable to the other) and hold the other harmless from the claims for such commission or finder’s fees or similar commissions or fees arising out of the actions of the indemnifying party, including, without limitation, attorneys’ fees incurred in connection therewith or to enforce this indemnity, which indemnities shall survive the Closing Date.

4.4 Additional Buyer Representations and Warranties. Buyer hereby represents and warrants to Seller that all representations and warranties contained in the Investor Questionnaire and all of the following representations and warranties contained in this Section 4.4, are true and correct as of the date of this Agreement and as of the Closing Date.

4.4.1 That (i) to the extent applicable, the execution, delivery and performance of this Agreement and the Trust Agreement (a) have been duly authorized by Buyer, (b) do not require Buyer to obtain any consent or approval that have not been obtained and (c) do not contravene or result in a default under (1) any provision of any law or regulation applicable to Buyer, (2) the governing documents of Buyer or (3) any agreement or instrument to which Buyer is a party or by which Buyer is bound and (ii) this Agreement and the Trust Agreement are valid, binding and enforceable against Buyer in accordance with their terms.

4.4.2 Buyer acknowledges that it has received, read and fully understands the Memorandum and all attachments and exhibits thereto. Buyer acknowledges that it is basing its decision to invest in Buyer’s Interest on the Memorandum and any exhibits and attachments thereto and Buyer has relied only on the information contained in said materials and has not relied upon any representations made by any other person. Buyer recognizes that an investment in Buyer’s Interest is speculative and involves substantial risk and Buyer is fully cognizant of and understands all of the risks related to the purchase of Buyer’s Interest, including, but not limited to, those risks set forth in the section of the Memorandum entitled “RISK FACTORS.”

4.4.3 Buyer’s overall commitment to investments that are not readily marketable is not disproportionate to its individual net worth, and its investment in Buyer’s Interest will not cause such overall commitment to become excessive. Buyer has adequate means of providing for its financial requirements, both current

and anticipated, and has no need for liquidity in this investment. Buyer can bear and is willing to accept the economic risk of losing its entire investment in Buyer's Interest.

4.4.4 All information that Buyer has provided to Seller concerning Buyer's suitability to invest in Buyer's Interest is complete, accurate and correct as of the date of its signature on the last page of this Agreement. Buyer hereby agrees to notify Seller immediately of any material change in any such information occurring prior to the Closing Date, including any information about changes concerning its net worth and financial position.

4.4.5 Buyer has had the opportunity to ask questions of, and receive answers from, Seller and its officers, directors, members and employees concerning the Properties and the terms and conditions of the offering of Buyer's Interest, and to obtain any additional information deemed necessary to verify the accuracy of the information contained in the Memorandum. Buyer has been provided with all materials and information requested by either Buyer or others representing Buyer, including any information requested to verify any information furnished to Buyer.

4.4.6 Buyer is purchasing Buyer's Interest for Buyer's own account and for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of Buyer's Interest. Buyer understands that, due to the restrictions referred to in Section 4.4.10, and the lack of any market existing or to exist for Buyer's Interest, Buyer's investment in Buyer's Interest will be highly illiquid and may have to be held indefinitely.

4.4.7 Buyer understands that the Interests are subject to restrictions on distribution, transfer, resale, assignment or subdivision of Buyer's Interest imposed by applicable federal and state securities laws. Buyer is fully aware that Buyer's Interest has not been registered with the Securities and Exchange Commission in reliance on the exemption specified in Regulation D which reliance is based in part upon Buyer's representations set forth herein. Buyer understands that Buyer's Interest has not been registered under applicable state securities laws and is being offered and sold pursuant to the exemptions specified in said laws, and unless it is registered, it may not be re-offered for sale or resold except in a transaction or as a security exempt under those laws. Buyer further understands that the specific approval of such resales by the state securities administrator may be required in some states.

4.4.8 The documentary evidence submitted to the Trust for the purpose of qualifying as an Accredited Investor, including without limitation the documentary evidence listed in Appendix A-1 or the person or entity issuing the certification in the form of Appendix A-2, as applicable, is true, accurate and complete. If Buyer is qualifying on the basis of income, then Buyer has a reasonable expectation of reaching the income level necessary to qualify as an Accredited Investor during the current year. If Buyer is qualifying on the basis of net worth, then the documentary evidence regarding liabilities of the Buyer, if any, identifies all direct or indirect liabilities of the Buyer and no other liabilities exist as of the date hereof.

4.4.9 Buyer understands that none of Seller, Depositor or Signatory Trustee, or their respective officers, directors, employees, members or affiliates, nor any of their respective legal counsel or advisors, represents Buyer in any way in connection with the purchase of Buyer's Interest and the entering into any of the related agreements associated with the purchase, including, but not limited to, this Agreement and the Trust Agreement. Buyer also understands that legal counsel to Seller, the Depositor, the Signatory Trustee and their affiliates does not represent, and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing, Buyer. Buyer has been afforded the opportunity to retain the services of an independent investment advisor, attorney or accountant to read all of the documents furnished or made available by Seller, Depositor or Signatory Trustee both to Buyer and all other prospective investors and to evaluate the merits and risks of such an investment on Buyer's behalf.

4.4.10 BUYER'S INTEREST OFFERED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND IS BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. BUYER'S INTEREST IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. BUYER'S INTEREST HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE

MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

4.4.11 Buyer is an “accredited investor” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act, provided, however, that Buyer is not, and is not purchasing the Interests on behalf of, any tax-exempt entity, including but not limited to any qualified employee pension or profit sharing trust, any individual retirement account, Simple 401k plan, annuity or charitable remainder trust.

4.4.12 Buyer is not and shall not be (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order No. 133224, 66 Fed. Reg. 49079 (September 25, 2001) and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable enabling legislation or other Executive Orders in respect thereof (such lists are collectively referred to as “Lists”), (ii) owned or controlled by, nor act for or on behalf of, any person or entity on the Lists or (iii) transfer or permit the transfer of any of Buyer’s Interest to any person who is or whose beneficial owners are listed on the Lists.

4.4.13 Buyer (i) has such knowledge and experience in financial and business matters that Buyer is personally capable of evaluating the Properties and the merits and risks of an investment in Buyer’s Interest and the Properties and has the ability to protect its own interests in connection with such investment, and Buyer has not relied on an investment advisor in evaluating such risks and merits or (ii) has employed the services of an independent investment advisor, attorney or accountant to read all of the documents furnished or made available by Seller or Signatory Trustee both to Buyer and all other prospective investors and to evaluate the merits and risks of such an investment on Buyer’s behalf.

4.4.14 Within five days after receipt of a written request from Seller, the undersigned agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and regulations to which Seller is subject.

4.4.15 Reserved.

4.5 Survival. The representations and warranties of Buyer set forth herein above shall survive the Closing Date or termination of this Agreement.

4.6 Indemnification. Buyer hereby agrees to indemnify, defend and hold harmless Seller, the Depositor, the Signatory Trustee and all of their shareholders, officers, directors, affiliates, members and advisors from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) that they may incur by reason of Buyer’s failure to fulfill all of the terms and conditions of this Agreement or by reason of the untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents Buyer has furnished to any of the foregoing in connection with this transaction. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) incurred by Seller, the Depositor or the Signatory Trustee, or any of their shareholders, officers, directors, members, affiliates or advisors, defending against any alleged violation of federal or state securities laws which is based upon or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents Buyer has furnished to any of the foregoing in connection with this transaction.

5. Seller’s Representations and Warranties.

5.1 Status. Seller is a validly formed and existing statutory trust under the laws of the State of Delaware.

5.2 Issuance. When issued, authenticated and delivered by Seller and paid for by Buyer pursuant to the provisions of this Agreement and of the Trust Agreement, Buyer’s Interest will be duly and validly issued and outstanding and entitled to the benefits provided by the Trust Agreement, except as such enforceability may be limited by the effect of (i) bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, and (ii) general principles of equity, whether enforcement is sought in a proceeding in equity or at law.

6. General Provisions.

6.1 Interpretation. The use herein of (i) the neuter gender includes the masculine and the feminine, (ii) the singular number includes the plural, whenever the context so requires and (iii) the words “I” and “me” include “we” and “us” if Buyer is more than one person. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof. All exhibits referred to herein and attached hereto are incorporated by reference. This Agreement together with the other Transaction Documents contain the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

6.2 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

6.3 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein to complete the acquisition of Buyer’s Interest as provided herein. Buyer and Seller agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary to complete this transaction in accordance with the parties’ intent evidenced in this Agreement.

6.4 Assignment of Agreement. Buyer shall not assign its rights under this Agreement without first obtaining Seller’s written consent, which consent may be withheld in Seller’s sole and absolute discretion. No such assignment shall operate to release the assignor from the obligation to perform all obligations of Buyer hereunder.

6.5 Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be addressed as follows:

If to Seller: Blue Door Property III, DST
c/o Blue Door Property Signatory III, LLC
10 Terrace Road
Ladera Ranch, CA 92694
Attention: H. Michael Schwartz

If to Buyer: To Buyer’s address as provided to Seller.

Either party may change such address by written notice to the other party. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be deemed to have been duly given and received (i) upon personal delivery, (ii) as of the third Business Day after mailing by United States mail, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding Business Day after deposit with Federal Express or other similar overnight delivery system.

6.6 Eminent Domain. If, prior to the Closing Date, (i) all of the Properties are taken or appropriated by any public or quasi-public authority under the power of eminent domain, (ii) there is a partial taking of the Properties that materially and adversely affects the ability to operate the Properties or (iii) Seller, the Depositor or the Signatory Trustee receives actual notice of any pending or threatened condemnation proceedings that will materially and adversely affect the ability to operate the Properties, then Buyer may terminate this Agreement without further liability hereunder and the parties shall proceed in accordance with Section 2.3.

6.7 Loss or Damage. Buyer shall have the right to terminate this Agreement in the event of any loss or damage to the Properties, without further liability hereunder, and the parties shall proceed in accordance with Section 2.3.

6.8 Periods of Time. All time periods referred to in this Agreement include all Saturdays, Sundays and state or United States holidays, unless Business Days are specified, provided that if the date or last date to perform any act or give any notice with respect to this Agreement falls on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding Business Day.

6.9 Attorneys’ Fees. Except with respect to Section 6.18, if either party commences litigation for the judicial interpretation, enforcement, termination, cancellation or rescission hereof, or for damages (including liquidated damages) for the breach hereof against the other party, then, in addition to any or all other relief awarded

in such litigation, the prevailing party therein shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred. The prevailing party shall be determined by either the officiating judge in the matter or by the presiding judge of the Orange County Supreme Court, California.

6.10 Joint and Several Liability. If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

6.11 Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Delaware, without regard to conflict of laws principles that would result in the application of any other law, except as otherwise provided herein or as to the type of registration of ownership of Buyer's Interest, which shall be construed in accordance with the state of principal residence of Buyer.

6.12 Venue. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Orange County, California.

6.13 Time. Time is of the essence to this Agreement.

6.14 Third Party Beneficiaries. Buyer and Seller do not intend to benefit any party that is not a party to this Agreement other than Depositor and Signatory Trustee, each of whom shall be a third-party beneficiary of this Agreement with respect to Section 4, and, except as so provided, no party that is not a party to this Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

6.15 Severability. If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such fact shall in no way affect the validity or enforceability of the other portions of this Agreement.

6.16 Election to Effect a Code Section 1031 Exchange. In the event Buyer so elects, Seller agrees to accommodate Buyer in effecting a tax-deferred exchange under Code Section 1031. Buyer shall have the right to elect a tax-deferred exchange at any time prior to the Closing Date. If Buyer elects to effect a tax-deferred exchange, Seller agrees to execute revised or additional escrow instructions, documents, agreements, or instruments to effect the exchange, provided that Seller shall incur no additional costs, expenses, fees or liabilities, nor shall the closing be delayed, as a result of the exchange. Buyer may assign this Agreement to an accommodator in order to effect such exchange and thereafter, such assignee will perform Buyer's obligations under this Agreement.

6.17 Successors and Assigns. Subject to any limitation on assignment set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

6.18 ARBITRATION OF DISPUTES.

6.18.1 ALL CLAIMS SUBJECT TO ARBITRATION. ANY DISPUTE, CONTROVERSY OR OTHER CLAIM ARISING UNDER, OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY AMENDMENT THEREOF, OR THE BREACH OR INTERPRETATION HEREOF OR THEREOF, SHALL BE DETERMINED AND SETTLED BY BINDING ARBITRATION IN ORANGE COUNTY, CALIFORNIA, IN ACCORDANCE WITH THE CALIFORNIA CODE OF CIVIL PROCEDURE ("CCP") § 1281 ET SEQ., AND THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE COSTS AND EXPENSES INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES. ANY AWARD RENDERED THEREIN SHALL BE FINAL AND BINDING ON EACH AND ALL OF THE PARTIES THERETO AND THEIR PERSONAL REPRESENTATIVES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.

6.18.2 WAIVER OF LEGAL RIGHTS. BY EXECUTING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARTICLE DECIDED BY NEUTRAL ARBITRATION AS PROVIDED UNDER THE AUTHORITY OF THE CCP § 1281 ET SEQ., AND THAT THEY ARE KNOWINGLY, INTENTIONALLY,

AND VOLUNTARILY WAIVING ANY RIGHTS THEY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THEY ARE WAIVING THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER EXECUTION OF THIS AGREEMENT, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER CALIFORNIA LAW. EACH PARTY'S AGREEMENT TO THIS SECTION IS VOLUNTARY. THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION TO NEUTRAL ARBITRATION.

6.19 ACCEPTANCE OR REJECTION OF BUYER'S OFFER. THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OF ANY KIND BY SELLER AND SHALL NOT BIND SELLER UNLESS DULY EXECUTED AND DELIVERED BY SIGNATORY TRUSTEE ON BEHALF OF SELLER. TO SUBMIT AN OFFER, BUYER SHALL DELIVER TO SELLER AN EXECUTED COPY OF (I) THE COMPLETED INVESTOR QUESTIONNAIRE (II) THIS AGREEMENT, AND (III) THE SIGNATURE PAGE TO THE TRUST AGREEMENT. SELLER SHALL HAVE 30 DAYS TO EITHER ACCEPT OR REJECT BUYER'S OFFER. IF SELLER DOES NOT ACCEPT BUYER'S OFFER WITHIN SUCH 30-DAY PERIOD, THE OFFER SHALL BE DEEMED REJECTED, AND THIS AGREEMENT SHALL NOT BECOME EFFECTIVE.

6.20 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail delivery of a ".pdf" or similar format data file, or by an electronic signature service complying with the U.S. Federal E-SIGN Act of 2000 (e.g., DocuSign) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.21 Electronic Signature and Information Delivery Matters.

6.21.1 Electronic Signatures. By executing this Agreement, Buyer agrees that this Agreement, the Investor Questionnaire, the Trust Agreement and all other related documents (collectively, the "**Purchase Documents**") may be executed electronically. Buyer agrees that its electronic signature is the legal equivalent of its manual signature on the Purchase Documents. Buyer further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer, or in accessing or making any transactions regarding any documents or agreements relating to the subject matter of the Purchase Documents, constitutes Buyer's signature ("**E-Signature**"), acceptance and agreement as if actually signed by Buyer in writing. Buyer also agrees that no certification authority or other third party verification is necessary to validate its E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of its E-Signature or any resulting contract between Buyer and Seller.

6.21.2 Consent to Electronic Communications.

(a) Buyer agrees to receive and/or obtain "**Electronic Communications**" with respect to Buyer's Interest. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that are provided to Buyer, as well as such other documents, statements, data, records and any other communications regarding Buyer's Interest. Buyer accepts Electronic Communications as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agrees that such electronic form fully satisfies any requirement that such communications be provided in writing.

(b) Buyer will provide an Internet connected device that is compatible with the minimum requirements outlined below. Buyer confirms that such device will meet these specifications and requirements and will permit access and retention of Electronic Communications. Should Buyer desire a paper version of this disclosure, select Print, and select a printer to retain a copy. In the alternative, Buyer can copy the text of this disclosure and the underlying agreements and paste the text into a new document in a word processor or a text editor on a computer and save the text. Buyer has the right to receive a paper copy of Electronic Communications, and any changes. To receive a paper copy, please request it in one of the following ways: call the Seller at (801) 316-4301, or write to:

Blue Door Property III, DST
c/o Orchard Securities, LLC
365 Garden Grove Lane, Suite 100
Pleasant Grove, Utah 84062
Attn: Operations Department

In any such request, Buyer should include its name and address and state that it is requesting a copy of the Electronic Communications referenced above. Seller may charge a reasonable service charge to mail a paper copy of any Electronic Communication. Seller will either include such service charge on its fee schedule or Seller will first inform Buyer of the charge and provide Buyer with the choice as to whether Buyer still wants Seller to send a paper copy.

(c) Buyer has the right to withdraw consent to receive and/or obtain Electronic Communications and to execute any future documents via E-Signature at any time by provide notice to Seller as provided in this Agreement.

6.21.3 System Requirements to Access Information. To receive and view an electronic copy of the Electronic Communications Buyer must have the following equipment and software: (i) a personal computer or other device which is capable of accessing the Internet; and (b) an Internet web browser which is capable of supporting SSL encrypted communications, JavaScript, and cookies. Buyer's access to this page verifies that Buyer's system/device and its browser and encryption software/device meet these requirements.

6.21.4 System Requirements to Retain Information. To retain a copy, Buyer must either have a printer connected to a personal computer or other device or, alternatively, the ability to save a copy through use of printing service or software such as Adobe Acrobat®. Buyer can also copy the text of this disclosure and the underlying agreements and paste the text into a new document in a word processor or text editor and save the text.

6.22 Legal Counsel. Buyer acknowledges and agrees that counsel representing any of Seller, Signatory Trustee, the Depositor and their respective affiliates does not represent and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing Buyer in any respect. In addition, Buyer consents to the Signatory Trustee hiring counsel for the Properties who is also counsel to Seller and its affiliates.

6.23 Definitions. The following terms shall have the respective meanings ascribed to such terms below.

“**Agreement**” shall have the meaning set forth in the preamble.

“**Business Day**” means any day other than a Saturday or Sunday or legal holiday in the State of California.

“**Buyer**” shall have the meaning set forth in the preamble.

“**Buyer's Address**” means the address for Buyer set forth on the signature page of this Agreement.

“**Buyer's Interest**” shall have the meaning set forth in Section 1.1.

“**Cash**” means (i) currency of the United States of America, (ii) cashier's check(s) currently dated and payable to Seller, as required under this Agreement, drawn and paid through a California banking or savings and loan institution, tendered to Seller, as required under this Agreement at least one additional Business Day before funds are otherwise required to be delivered under this Agreement, or (iii) an amount credited by wire transfer to the Escrow Bank, as required under this Agreement.

“**Closing Date**” means that certain date selected by Seller in its sole discretion as the date the purchase of the Interests is final.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Depositor**” means Blue Door Property Holdings III, LLC, a Delaware limited liability company.

“**Effective Date**” shall have the meaning set forth in the preamble.

“**Electronic Communications**” shall have the meaning set forth in Section 6.21.2(a).

“**E-Signature**” shall have the meaning set forth in Section 6.21.1.

“**Funding Date**” shall have the meaning set forth in Section 1.2.

“**Interest**” shall have the meaning set forth in the recitals.

“**Investor Questionnaire**” means the Investor Questionnaire in the form provided in the Investor Data Room (as defined in the Memorandum).

“**Lender**” means SMST Lender, LLC, a Delaware limited liability company, and its successors and assigns.

“**Loan Documents**” means the loan agreement, promissory note, mortgage and other documents related to or securing the repayment of the Loan (as defined in the Memorandum) from the Lender to Seller.

“**Master Lease**” means the Master Lease as such term is defined in the Memorandum.

“**Master Tenant**” means the Master Tenant as such term is defined in the Memorandum.

“**Memorandum**” means that certain Confidential Private Placement Memorandum for beneficial interests in Blue Door Property III, DST dated November 13, 2025, as amended and supplemented and with all exhibits thereto.

“**Properties**” shall have the meaning set forth in the recitals.

“**Purchase Price**” shall have the meaning set forth in Section 1.1.

“**Seller**” shall have the meaning set forth in the preamble.

“**Signatory Trustee**” means Blue Door Property Signatory III, LLC, a Delaware limited liability company and the signatory trustee of Seller in accordance with the Trust Agreement. The Signatory Trustee is acting solely in its capacity as the signatory trustee of Seller and not on its own behalf.

“**Transaction Documents**” means this Agreement, the Investor Questionnaire, and the Trust Agreement.

“**Trust Agreement**” means that certain Amended and Restated Trust Agreement of Blue Door Property III, DST dated as of November 13, 2025, a copy of which is available in the Investor Data Room (as defined in the Memorandum).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Purchase Agreement has been executed as of the Effective Date.

SELLER:

BLUE DOOR PROPERTY III, DST,
a Delaware statutory trust

By: Blue Door Property Signatory III, LLC,
a Delaware limited liability company,
its signatory trustee

By: _____

Name: _____

Title: _____

Dated: _____

BUYER:

If a natural person:

By: _____

Print Name: _____

By: _____

Print Name: _____

Dated: _____

If not a natural person:

Name of Trust/Entity: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Dated: _____

Appendix A-1

Documentary Evidence of Accredited Investor Status

- A. In regard to whether an individual Investor is an Accredited Investor on the basis of income:
 - 1. Any Internal Revenue Service form that reports the Accredited Investor's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040); and
 - 2. Recent pay stubs or evidence of other cash distributions or payments demonstrating a likelihood of reaching the income level necessary to qualify as an Accredited Investor during the current year.
- B. In regard to whether an individual Investor is an Accredited Investor on the basis of net worth:
 - 1. Assets: Any of the following documents dated within 90 days of the closing:
 - (i) bank statements;
 - (ii) brokerage statements and other statements of securities holdings;
 - (iii) certificates of deposit, tax assessments, and appraisal reports issued by independent third parties.
 - 2. Liabilities: A consumer report issued within 90 days of the closing from at least one of Equifax, Experian or TransUnion.
- C. In regard to whether an Investor that is an entity is an Accredited Investor on the basis of total assets:
 - 1. Assets: Any of the following documents dated within 90 days of the closing:
 - (i) bank statements;
 - (ii) brokerage statements and other statements of securities holdings;
 - (iii) certificates of deposit, tax assessments, and appraisal reports issued by independent third parties.

APPENDIX A-2**CERTIFICATION OF ACCREDITED INVESTOR QUALIFICATION**

The undersigned understands that this certificate will be relied upon by Blue Door Property II DST (the “Trust”) in determining the status of the person identified below as an “accredited investor.” The undersigned understands that no sale of securities will be made to such person unless such person is an “accredited investor” as that term is defined in Rule 501 under the Securities Act of 1933, as amended (the “Securities Act”). The undersigned understands that the Trust intends to rely on Rule 506(c) of the Securities Act as a safe harbor from the registration requirements under the Securities Act.

The undersigned hereby certifies as follows:

1. [The undersigned is authorized to sign this Certificate on behalf of my firm and that] [the undersigned is]/[the undersigned’s firm is] one of the following (please check one):

☐ a registered broker-dealer as that term is defined under the Securities Exchange Act of 1934, as amended; or

☐ an SEC-registered investment adviser, registered under the Investment Advisers Act of 1940, as amended; or

☐ a licensed attorney in good standing under the laws of _____; or

☐ a certified public accountant, duly registered and in good standing under the laws of _____.

2. The undersigned has taken all reasonable steps necessary to verify that the following investor (the “Investor”) is an “accredited investor” as that term is defined in Rule 501(a) under the Securities Act.

Investor Name: _____

Investor Address: _____

3. When determining the reasonableness of the steps undertaken to verify that the person identified in paragraph (2) above is an accredited investor, the undersigned considered a number of factors, including: (i) the nature of the person and the type of accredited investor that such person claims to be; (ii) the amount and type of information that the undersigned has about such person; and (iii) the nature of the offering, such as the manner in which such person was solicited to participate in the offering, and the terms of the offering, such as a minimum investment amount.
4. The undersigned’s performance of reasonable steps to verify accredited investor status included verification of the following documents (collectively, as applicable, the “Supporting Documents”):
 - (a) For verification based on income: (i) obtaining any IRS form issued to the Investor (an “Income Verification Form”) that reports income, including but not limited to Form W-2 (Wage and Tax Statement), Form 1099 (report of various types of income), Schedule K-1 of Form 1065 (Partner’s Share of Income, Deduction, Credits, etc.) and a copy of a filed Form 1040 (“U.S. Individual Income Tax Return”) for each of the two most recent years, (ii) verifying the authenticity of any Income Verification Form with the issuer thereof, and (iii) receiving a written representation from the Investor that it has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year and, in the case of an Investor whose income is based on joint income with that Investor’s spouse, obtaining such Income Verification Form for each of the two most recent years in regard to, and obtaining written representations from, both the Investor and the spouse.
 - (b) For verification based on the basis of net worth: (i) with respect to assets, obtaining any of the following documentation for each of the prior three months: bank statements, brokerage statements

and other statements of securities holdings, certificates of deposit, tax assessments and appraisal reports issued by independent third parties, (ii) with respect to liabilities, obtaining a consumer/credit report from at least one of the nationwide consumer reporting agencies within three business days of the date on which the Investor's accredited investor status is determined (each such document under items (i) and (ii) being a "Net Worth Verification Form"), (iii) verifying the authenticity of any Net Worth Verification Form with the issuer thereof, and (iv) receiving a written representation from the Investor that all liabilities necessary to make the determination of net worth have been disclosed and, in the case of an Investor whose net worth is based on joint net worth with that Investor's spouse, receiving such written representation from the both the Investor and the spouse.

5. The statements contained in this Certificate are based upon the undersigned's familiarity with the documentation obtained and actions taken by the undersigned to verify accredited investor status. While the undersigned is not aware of any facts that would lead it to believe that the Supporting Documents are incomplete or inaccurate, the undersigned makes no affirmative representation as to their completeness or accuracy.
6. The undersigned will retain adequate records that document the steps taken to verify that the above-identified person is an accredited investor.
7. The undersigned knows of no facts, circumstances or events that are contrary to or inconsistent with the statements contained in this Certificate.
8. The undersigned will notify the Trust if anything in this Certificate ceases to be true prior to the Trust accepting the Investor's investment.
9. The undersigned agrees to indemnify the Trust and its affiliates and hold them harmless from any liability that they may incur as a result of the undersigned's failure to perform reasonable steps as provided above to verify accredited investor status.
10. The undersigned agrees to indemnify the Trust and its affiliates and hold them harmless from any liability that they may incur as a result of this Certificate being untrue in any respect.
11. The undersigned confirms that (a) a copy of this Certificate has been furnished to the Trust; (b) all supporting documentation will be made available to the Trust upon written request; and (c) the undersigned will retain the supporting documentation for a period of six (6) years from the date set forth below.
12. The undersigned acknowledges that this Certificate and any supporting documentation may be furnished to government agencies, offices or bodies upon their request.

By signing this Certificate, the undersigned affirms that the above statements are accurate.

- (c) IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate on the date set forth below.
- (d) Dated: _____, 20____
- (e) By: _____
Name: _____

Name of Law Firm, Accounting Firm, Broker Dealer or Investment Adviser (if applicable)

EXHIBIT A
Legal Descriptions

4860 North 83rd Avenue, Phoenix, AZ 85033

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A PORTION OF LOT 4, OF AGUA FRIA CROSSING, AS PLATTED IN BOOK 531, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 3 OF SAID PLAT;

THENCE SOUTH 89 DEGREES 48 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 560.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 00 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 302.00 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 48 MINUTES 51 SECONDS EAST, A DISTANCE OF 134.55 FEET;

THENCE NORTH 00 DEGREES 11 MINUTES 09 SECONDS WEST, A DISTANCE OF 25.55 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 51 SECONDS EAST, A DISTANCE OF 3.65 FEET;

THENCE SOUTH 68 DEGREES 08 MINUTES 59 SECONDS EAST, A DISTANCE OF 37.30 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 51 SECONDS EAST, TO A POINT ON THE MOST EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 412.70 FEET; THE FOLLOWING THREE COURSES FOLLOW THE EASTERLY BOUNDARY OF SAID LOT 4;

THENCE SOUTH 00 DEGREES 11 MINUTES 09 SECONDS EAST, A DISTANCE OF 170.00 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 51 SECONDS WEST, A DISTANCE OF 26.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 143.55 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

EASEMENTS, FOR DRIVEWAY PURPOSES OVER "CIRCULATION DRIVES", VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS, UNDERGROUND UTILITIES, AND INCIDENTAL DIVERSION OF STORM WATER RUNOFF, AS SET FORTH IN COMMON OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN RECORDING NO. 99-0785931, AND RERECORDED IN RECORDING NO. 99-0983663; THEREAFTER, SUPPLEMENT NO. 1 RECORDED IN RECORDING NO. 00-0345550; AND SUPPLEMENT NO. 2 RECORDED IN RECORDING NO. 2000-0759503; AND FIRST AMENDMENT RECORDED IN RECORDING NO. 2003-1649949; AND SUPPLEMENT NO. 3 RECORDED IN RECORDING NO. 20050660366; AND SUPPLEMENT NO. 4 RECORDED IN RECORDING NO. 20051240602; AND SUPPLEMENT NO. 5 RECORDED IN RECORDING NO. 20090120560; AND SECOND AMENDMENT

RECORDED IN RECORDING NO. 20090120562 AND RERECORDED IN RECORDING NO. 20090431599; AND SUPPLEMENT NO. 6 RECORDED IN RECORDING NO. 20090120563; AND ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND OBLIGATIONS RECORDED IN RECORDING NO. 20090349555 AND ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND OBLIGATIONS UNDER COMMON OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN RECORDING NO. 20250092323, RECORDS OF MARICOPA COUNTY, ARIZONA.

460 Florida Central Parkway, Longwood, FL 32750

Lot 1 and 2 of FLORIDA CENTRAL COMMERCE PARK, according to the Plat thereof as recorded in Plat Book 27, Page(s) 53-58, of the Public Records of Seminole County, Florida, said plat was modified by that certain affidavit dated August 15, 1983, filed August 18, 1983 in Book 1481, Page 495, of the Public Records of Seminole County, Florida.

8110 South Cockrell Hill Road, Dallas, TX 75236

BEING Lot 3, Block A/7543 of Assured - Wheatland Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 2004104, Page 271, of the Map Records, Dallas County, Texas.

EXHIBIT B

Opinion of Special Tax Counsel

[attached]



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November 13, 2025

Blue Door Property III, DST
c/o Blue Door AM I, LLC
10 Terrace Road,
Ladera Ranch, CA 92694

Ladies and Gentlemen:

You have requested our opinion (the “Opinion”) as to whether, for federal income tax purposes, an investor’s acquisition of a beneficial interest in Blue Door Property III, DST (the “Parent Trust”), which owns all of the beneficial interests in (i) Blue Door 4860 N 83rd Ave, DST (the “Phoenix Trust”), (ii) Blue Door 460 Florida Central Pkwy, DST (the “Longwood Trust”) and (iii) Blue Door 8110 S Cockrell Hill Rd, DST (the “Dallas Trust” and, collectively with the Phoenix Trust and the Longwood Trust, the “Operating Trusts”), should be treated as an acquisition of a direct interest in the Real Estate (as defined herein) owned by the Operating Trusts for purposes of Section 1031 of the Internal Revenue Code of 1986, as amended (the “Code”). The Parent Trust and the Operating Trusts are collectively referred to as the “Trusts”. Each of the Trusts is a Delaware statutory trust described in Chapter 38 of Title 12 of the Delaware Code (the “Delaware Statutory Trust Act” or the “DSTA”).

Based on the relevant facts and applicable law and subject to the qualifications discussed below, we conclude that, for federal income tax purposes, the acquisition by an investor (an “Investor”) of a beneficial interest in the Parent Trust (an “Interest”) should be treated as a direct acquisition of an ownership interest in the Real Estate, which is indirectly held by the Parent Trust through the Operating Trusts, by the Investor for purposes of Code Section 1031. In reaching this conclusion and in evaluating the issues related thereto, we have not taken into account the possibility that a tax return will not be audited or that an issue will not be raised on audit.

A tax opinion rendered at a “should” level of confidence such as this Opinion involves a greater degree of certainty than a “more likely than not” opinion, but it is not a “will” opinion nor any guarantee of tax consequences. There can be no assurance that the Internal Revenue Service (the “IRS”) would agree with our conclusions, would not successfully challenge our conclusions upon audit, or would not prevail in their challenge if litigated.

In addition, qualification of a transaction pursuant to Code Section 1031 for an Investor involves issues based on numerous specific facts which are not and cannot be known to us; therefore, we give no opinion as to the ability of any Investor to effectuate a tax-deferred exchange of like-kind property under Code Section 1031. This Opinion addresses only one aspect of qualifying under

Code Section 1031, *i.e.*, whether the acquisition of an Interest should be treated as a direct acquisition of an ownership interest in the Real Estate for purposes of Code Section 1031. We are not opining, among other things, as to whether some portion of the Real Estate may be characterized as “personal property” as opposed to “real property,” either for purposes of Code Section 1031, or for purposes of any other laws to the extent they may be relevant to characterization for purposes of Code Section 1031, or as to whether an Investor holds his, her or its Interest for productive use in a trade or business or for investment for purposes of Code Section 1031. Finally, this Opinion does not address any state, local, or non-United States income tax consequences, or any non income tax consequences of the transactions described herein.

In rendering this Opinion, we have reviewed the following:

(i) the Amended and Restated Trust Agreement of the Parent Trust (the “Parent Trust Agreement”), entered into among the Corporation Trust Company, as co-trustee (the “Delaware Trustee”), Blue Door Property Signatory III, LLC, an affiliate of Blue Door AM I, LLC (the “Sponsor”), as signatory trustee and sole manager of the Trust (the “Parent Signatory Trustee” and, together with the Delaware Trustee, the “Parent Trustees”), Blue Door Property Holdings III, LLC (the “Depositor”) and Blue Door Master Tenant Holdco, LLC (“DST Holdco”), each an affiliate of the Sponsor and an initial beneficiary of the Parent Trust, and the Investors;

(ii) the Amended and Restated Trust Agreements for the Operating Trusts (the “Operating Trust Agreements” and, together with the Parent Trust Agreement, the “Trust Agreements”), each entered into among the Corporation Trust Company, as co-trustee, Blue Door Property Signatory III, LLC, as signatory trustee and sole manager of each Operating Trust (the “Operating Signatory Trustee”), and the Parent Trust, as the owner of 100% of the beneficial interests in each Operating Trust. The Operating Signatory Trustee and the Corporation Trust Company, in its capacity as co-trustee of the Operating Trusts, are together referred to as the “Operating Trustees”, the Parent Trustees and the Operating Trustees are collectively referred to as the “Trustees” and the Parent Signatory Trustee and the Operating Signatory Trustee are together referred to as the “Signatory Trustees”;

(iii) the loan documents (the “Loan Documents”) with respect to the loans (the “Loans”) between each of the Operating Trust, each a borrower, and SMST Lender, LLC, which is indirectly owned by SmartStop Self Storage REIT, Inc., a nontraded Maryland Real Estate Investment Trust (the “Self-Storage REIT”), an affiliate of the Sponsor, as originating lender (the “Lender”), which Loans may, after closing, be assigned by Lender to a third-party lender that is unaffiliated with the Sponsor;

(iv) the Agreement of Purchase and Sale, as amended, between SST II Acquisitions, LLC, as purchaser, and Westport Phoenix Self Storage, LLC, a Delaware limited liability company, Westport Longwood Self Storage, LLC, a Delaware limited liability company, and Westport Dallas Self Storage, LLC, a Delaware limited liability

company, collectively as sellers, with respect to (1) the land and the self-storage facilities thereon located at 4860 North 83rd Avenue, Phoenix, Arizona (the “Phoenix Property”), (2) the land and the self-storage and vehicle storage facilities thereon located at 460 Florida Central Parkway, Longwood, Florida (the “Longwood Property”) and (3) the land and the self-storage, mobile pod self-storage and vehicle storage facilities thereon located at 8110 South Cockrell Hill Road, Dallas, Texas (the “Dallas Property” and with the Phoenix Property and the Longwood Property, each a “Property” and collectively, the “Real Estate”), and the Assignments and Assumptions of Agreements of Purchase and Sale between SST II Acquisitions, LLC, as assignor, and the Operating Trusts, as assignees, pursuant to which (a) the Phoenix Trust purchased the Phoenix Property, (b) the Longwood Trust purchased the Longwood Property and (c) the Dallas Trust purchased the Dallas Property;

(v) the Master Lease (the “Phoenix Master Lease”) between the Phoenix Trust, as master landlord of the Phoenix Property, and Blue Door Property Master Lessee III AZ, LLC, an affiliate of the Sponsor, as master tenant (the “Phoenix Master Tenant”). The Phoenix Master Tenant will sublease the Phoenix Property to self-storage subtenants;

(vi) the Master Lease (the “Longwood Master Lease”) between the Longwood Trust, as master landlord of the Longwood Property, and Blue Door Property Master Lessee III FL, LLC, an affiliate of the Sponsor, as master tenant (the “Longwood Master Tenant”). The Longwood Master Tenant will sublease the Longwood Property to self-storage and vehicle storage subtenants;

(vii) the Master Lease (the “Dallas Master Lease”, and with the Phoenix Master Lease and the Longwood Master Lease, each a Master Lease and collectively, the “Master Leases”) between the Dallas Trust, as master landlord of the Dallas Property, and Blue Door Property Master Lessee III TX, LLC, an affiliate of the Sponsor, as master tenant (the “Dallas Master Tenant” and collectively with the Phoenix Master Tenant and the Longwood Master Tenant, the “Master Tenants”). The Dallas Master Tenant will sublease the Dallas Property to self-storage, mobile pod self-storage and vehicle storage subtenants;

(viii) the Asset Management Agreement (the “Asset Management Agreement”), between the Parent Trust and Blue Door Advisors, LLC, an affiliate of the Sponsor, as asset manager (the “Asset Manager”);

(ix) the Property Management Agreements (each a “Property Management Agreement” and collectively, the “Property Management Agreements”) between each Master Tenant and Blue Door Property Management, LLC, an affiliate of the Sponsor (the “Property Manager” and, together with the Asset Manager, the “Managers”);

(x) the Private Placement Memorandum with respect to the Interests dated on or about [], 2025 (the “Private Placement Memorandum”) (items (i) through (x) are collectively referred to as the “Transaction Documents”);

(xi) applicable provisions of the Code, final, temporary and proposed Treasury Regulations promulgated thereunder, judicial decisions, Revenue Rulings and other interpretative releases of the IRS; and

(x) such other materials and documents as we considered relevant.

For federal income tax purposes, (a) the Sponsor, the Signatory Trustees, the Asset Manager and the Depositor are disregarded as entities separate from SS Growth TRS III, Inc., a Delaware corporation (the “TRS”), (b) each Master Tenant and DST Holdco are disregarded as entities separate from SS Growth Operating Partnership III, L.P., a Delaware limited partnership (the “Operating Partnership”), (c) the Property Manager is disregarded as an entity separate from a corporation that is not the TRS, (d) the Operating Partnership is owned by Strategic Storage Growth Trust III, Inc, a nontraded Maryland Real Estate Investment Trust (“Growth REIT”), as general partner, and by the Self-Storage REIT, as limited partner, (e) the Lender is disregarded as an entity separate from the Self-Storage REIT, (e) the Self-Storage REIT is owned by third-party stockholders and (f) the Growth REIT is owned by a different group of third-party shareholders.

Our Opinion is expressly based upon the following representations from the Sponsor: (i) there are and will be no written or oral agreements, other than the Transaction Documents, or understandings inconsistent with or significant to the transactions contemplated herein, and any final Transaction Documents that were not final as of the date of our review will conform with the Transaction Document drafts we have reviewed in all material respects; (ii) all payments made to or by the Trusts, the Trustees, the Managers, and their affiliates are or will be at fair market value; (iii) the Master Leases are commercially reasonable net leases; (iv) the Rent (as defined in the Master Leases) payable under the Master Leases constitute fair market value rent for each Property; (v) each Operating Trust has made or will make a substantial equity investment in its Property, reasonably expects the improvements included in such Property to have a substantial remaining economic useful life and residual value at the end of their respective Master Lease term (assuming exercise of all renewal options), and reasonably expects to realize a substantial economic profit from their respective Master Lease and subsequent further leasing and/or disposition of the Real Estate net of the Disposition Fee (as defined below) and apart from the value of tax benefits; (vi) each Master Tenant is reasonably capitalized, is acting as a principal for its own account in leasing its respective Property from the applicable Operating Trust and subleasing its respective Property to subtenants, and may reasonably be expected to realize a commercially reasonable profit from its lease and sublease of its respective Property; (vii) each Operating Trust and each Master Tenant intends that each Master Lease constitutes a true lease and not a partnership, joint venture, or management, agency or a nominee agreement; (viii) no Trust nor any Trustee, employee, agent or independent contractor of any Trust, including the Asset Manager, will provide any services to the Master Tenants, the Property Manager or any subtenant; (ix) none of the Sponsor, the Trusts, the Managers or any affiliate of any thereof has loaned or will loan to any Investor any of the funds necessary to acquire his, her or its Interest in the Parent Trust or has guaranteed or will guarantee any indebtedness incurred by any Investor to acquire his, her or its Interest in the Parent Trust; (x) none of the Master Tenants, subtenants, or any party related to any thereof holds any option to acquire any of the Real Estate; (xi) no Trust nor any Trustee or the Asset Manager has entered into or will enter into

any agreement or understanding with any beneficiary of any Trust creating an agency or nominee relationship and no Trust nor any Trustee or the Asset Manager has been or will be represented as an agent or nominee of any beneficiary of any Trust in dealings with third parties; (xii) the Trusts have not opted-out and will not opt-out of their status as separate legal entities pursuant to Section 3810(a)(2) of the Delaware Statutory Trust Act; (xiii) the Signatory Trustees will elect to be treated as corporations (that are not disregarded as separate from the corporations that directly or indirectly are the sole members of the Sponsor, the Depositor, the Asset Manager or the Property Manager) for federal income tax purposes; (xiv) the capital improvements to each Property funded by the applicable Operating Trust and not required by law will not change the fundamental nature of such Property as a self-storage, vehicle storage, and/or mobile pod storage facility or materially change the size of such facility (xv) the obligation of the Operating Trusts to fund capital improvements has not been entered into by such Trusts to take advantage of variations in the market to improve the investment of the Investors but rather has been entered into by such Trusts in order to protect and conserve the Real Estate for the Parent Trust and the Investors; (xvi) any increase in the value of the Real Estate attributable to such capital improvements will be incidental to the purpose to protect and conserve the Real Estate for the Parent Trust and its Investors; (xvii) the Loan Documents represent arm's length documentation and terms with respect to the Loans; and (xviii) the Loans may be sold by Lender to third-party lenders following their origination.

In addition, in rendering this Opinion, we have, with your permission, assumed that: (i) the Interests will be acquired by the Investors directly from the Parent Trust and the Depositor's interest in the Parent Trust will be reduced in proportion to the amount of such acquisitions; (ii) none of the Depositor, the Trusts, the Managers, the Trustees, or any Investor has made or will make an election, or has taken or will take any other action, that would cause the Trusts to be classified as associations taxable as corporations or partnerships for federal income tax purposes; (iii) the Transaction Documents (without modification) are properly executed and delivered, and are enforceable in accordance with their terms; (iv) all parties to the Transaction Documents will comply with all provisions of the Transaction Documents, and will take no action inconsistent with the Transaction Documents or any terms of this Opinion; (v) all transactions described in the Private Placement Memorandum have occurred or will occur as described in the Private Placement Memorandum; and (vi) neither the exchanged property nor the replacement property in any Code Section 1031 exchange involving the Trusts is, or at any relevant time has been or will be, tax-exempt use property within the meaning of Code Section 470(e)(4)(A). We have further assumed the accuracy and completeness of all documents and records that we have reviewed, the genuineness of all signatures, the authenticity of the documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as pro forma or reproduced copies.

Capitalized terms which are not herein defined have the meanings ascribed to them in the Transaction Documents; provided that, the term "Investors" as used herein does not include the Sponsor or any affiliate thereof, including DST Holdco and the Depositor.

DELAWARE STATUTORY TRUST ACT

The Delaware Statutory Trust Act provides rules for trusts formed thereunder (“Delaware Statutory Trusts”). A Delaware Statutory Trust is an unincorporated association which is created by a trust agreement or other governing instrument under which property is or will be held, managed, administered, controlled, invested, reinvested and/or operated, or business or professional activities for profit are carried on or will be carried on, by a trustee or trustees or as otherwise provided in the governing instrument for the benefit of such person or persons as are or may become beneficial owners or as otherwise provided in the governing instrument. DSTA Section 3801(g).

A Delaware Statutory Trust is required to file a certificate of trust in the office of the Secretary of State of the State of Delaware. DSTA Section 3810(a)(1). Unless otherwise provided in its certificate of trust and in its governing instrument, a Delaware Statutory Trust is a separate legal entity. DSTA Section 3810(a)(2). Except in the case of a Delaware Statutory Trust that is a registered investment company under the Investment Company Act of 1940, as amended, a Delaware Statutory Trust shall at all times have at least one trustee which, in the case of a natural person, shall be a person who is a Delaware resident or which, in all other cases, has its principal place of business in Delaware. DSTA Section 3807(a), (b). A Delaware Statutory Trust may sue and be sued, and the property of a Delaware Statutory Trust is subject to attachment and execution as if it were a corporation. DSTA Section 3804(a). Except to the extent otherwise provided in the governing instrument of a Delaware Statutory Trust, the beneficial owners shall be entitled to the same limitation of personal liability extended to stockholders of Delaware corporations. DSTA Section 3803(a).

Except to the extent otherwise provided in the governing instrument of a Delaware Statutory Trust, a beneficial owner shall have an undivided beneficial interest in the property of the Delaware Statutory Trust and shall share in the profits and losses of the Delaware Statutory Trust in the proportion (expressed as a percentage) of the entire undivided beneficial interest in the Delaware Statutory Trust owned by such beneficial owner. DSTA Section 3805(a). No creditor of the beneficial owner shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Delaware Statutory Trust. DSTA Section 3805(b). No creditor of the trustee shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Delaware Statutory Trust with respect to any claim against, or obligation of, such trustee in its individual capacity and not related to the Delaware Statutory Trust. DSTA Section 3805(g). Except to the extent otherwise provided in the governing instrument of a Delaware Statutory Trust, the death, incapacity, dissolution, termination, or bankruptcy of a beneficial owner or a trustee shall not result in the termination or dissolution of a Delaware Statutory Trust. DSTA Section 3808(b). Except to the extent otherwise provided in the governing instrument of a Delaware Statutory Trust, a Delaware Statutory Trust may acquire, by purchase, redemption, or otherwise, any beneficial interest in the Delaware Statutory Trust held by a beneficial owner of the Delaware Statutory Trust. DSTA Section 3818.

To the extent that, at law or in equity, a trustee or beneficial owner or other person has duties (including fiduciary duties) to a statutory trust or to another trustee or beneficial owner or to another person that is a party to or is otherwise bound by a governing instrument, the trustee's or beneficial owner's or other person's duties may be expanded or restricted or eliminated by provisions in the governing instrument; provided, that the governing instrument may not eliminate the implied contractual covenant of good faith and fair dealing. DSTA Section 3806(c).

Pursuant to an agreement of merger or consolidation, a Delaware Statutory Trust may merge or consolidate with or into one or more Delaware Statutory Trusts or other business entities formed or organized or existing under the laws of the State of Delaware or any other State or the United States or any foreign country or other foreign jurisdiction, with such Delaware Statutory Trust or other business entity as the agreement shall provide being the surviving or resulting Delaware Statutory Trust or other business entity. DSTA Section 3815(a). If the governing instrument of a Delaware Statutory Trust specifies the manner of authorizing a conversion of the Delaware Statutory Trust to another business entity, the conversion shall be authorized as specified in the governing instrument. DSTA Section 3821(a), (b).

RELEVANT PROVISIONS IN THE TRANSACTION DOCUMENTS

A. Parent Trust Agreement

Article I provides in part that all Interests in the Parent Trust shall be of a single class.

Section 2.03 provides that the purposes of the Parent Trust are: (i) to own the beneficial interests in the Operating Trusts; (ii) to enter into or assume and comply with the terms of the Transaction Documents; (iii) to conserve, protect, manage and dispose of the property of the Parent Trust (the "Parent Trust Property"); and (iv) to take such other actions as the Parent Trustees deem necessary or advisable to carry out the foregoing. Section 2.03 also provides that (a) the Parent Trust shall hold the Parent Trust Property for investment purposes and only engage in activities which are customary services in connection with the maintenance and repair of the Real Estate; (b) none of the Parent Trustees, the Investors, or their agents shall provide (1) non-customary services with respect to the Real Estate, (2) services the payment for which would not qualify as "rents from real property" within the meaning of Code Section 512(b)(3)(A)(i) and the Treasury Regulations thereunder, or (3) services the payment for which would not qualify as "rents from real property" within the meaning of Code Sections 856(c)(2)(C) and 856(c)(3)(A) and the Treasury Regulations thereunder; and (c) the Parent Trust shall conduct no activities other than as specifically provided in Section 2.03.

Section 2.04 states that the Parent Trustees are holding the Parent Trust Property for the benefit of the Investors, subject to the obligations of the Parent Trust under the Transaction Documents and other relevant agreements. Section 2.04 further states that it is the intention of the parties to the Parent Trust Agreement that the Parent Trust constitute a "statutory trust" within the meaning of the Delaware Statutory Trust Act, and that Parent Trust not constitute an agency, partnership, corporation, association or business trust for federal income tax purposes. Instead, each Investor shall be treated for federal income tax purposes as the owner of a direct ownership interest in the

Parent Trust Property and shall be obligated to report its Interest consistently with such characterization.

Section 2.05 prohibits the Parent Trust from, among other things, owning any real property other than the Parent Trust Property, acquiring or owning any material assets other than the Parent Trust Property and such incidental personal property, equipment and other machinery as may be necessary for the operation of the Parent Trust Property, and filing or consenting to the filing of any bankruptcy, insolvency or reorganization case or proceeding without the unanimous consent of the Parent Trustees.

Section 3.01 provides that, subject to Section 3.02 (concerning certain family and estate planning transfers), any proposed assignment, pledge, encumbrance, or transfer by an Investor of part or all of its Interest is subject to the prior consent of the Parent Signatory Trustee and satisfaction of certain preconditions set forth in the Parent Trust Agreement.

Article IV directs the Parent Signatory Trustee to distribute all available cash to the Investors in accordance with their “Percentages” (as such term is defined in the Parent Trust Agreement) on a monthly basis, after paying or reimbursing the Parent Trustees for any fees or expenses paid or incurred by the Parent Trustees on behalf of the Parent Trust (including, but not limited to, operating expenses), and retaining such additional amounts as are necessary to pay anticipated ordinary current and future Parent Trust expenses. Undistributed cash must only be invested in short-term obligations of (or guaranteed by) the United States, or any agency or instrumentality thereof and in certificates of deposit or interest-bearing bank accounts of any bank or trust company having a minimum stated capital and surplus. All such obligations must mature prior to the next distribution date, and be held to maturity.

Section 5.01(a) states that the Parent Trust Agreement shall not be interpreted to create a partnership or joint venture relationship among the Investors, and no Investor shall have any liability for debts or obligations of any other Investor, nor have authority to act on behalf of any other Investor with respect to the Parent Trust Property.

Section 5.01(c) provides that, at such time as there is more than one Investor (other than the Parent Depositor and DST Holdco) that is an owner of Parent Trust, the Parent Trust shall not constitute a business entity for federal income tax purposes, but shall instead constitute an investment trust pursuant to Treasury Regulation Section 301.7701-4(c) and a grantor trust under Subpart E of Part 1, Subchapter J of the Code (Code Sections 671 *et seq.*).

Section 5.01(d) provides that the Parent Trust and not the Investors shall have legal title to Parent Trust Property, and the Parent Trust Agreement shall not be terminated by reason of the bankruptcy, death or other incapacity of any Investor, or the transfer, by operation of law or otherwise, of any right, title or interest of the Investors in and to the Parent Trust. In addition, Section 5.01(d) further provides that the Investors shall not be liable for any liabilities or obligations of the Parent Trust or the Parent Trustees or for the performance of the Parent Trust Agreement.

Section 5.02 provides that Investors do not have the right to demand or receive an in-kind distribution of Parent Trust Property from the Parent Trust.

Section 5.03 provides that, except solely with respect to the selection of replacement Parent Trustees in certain circumstances, the Investors have no right to make decisions for or to operate or manage the Parent Trust.

Section 6.04 provides that the Parent Trustees shall manage, control, dispose of and otherwise deal with the Parent Trust Property, subject to the restrictions set forth in the Parent Trust Agreement.

Section 7.02 authorizes the Parent Signatory Trustee to take, or cause the Parent Trust to take, any and all actions necessary to conserve and protect the Parent Trust Property, including, but not limited to: (a) acquiring, owning, conserving, protecting, operating and selling the Parent Trust Property; (b) entering into or assuming and complying with the terms of the Transaction Documents; (c) receiving cash distributions from the Operating Trusts and making distributions to the Investors; (d) entering into any agreements for purposes of completing tax-free exchanges of real property with a qualified intermediary as defined in Treasury Regulations under Section 1031 of the Code; (e) notifying the parties of any default by them in the Transaction Documents and (f) any action, which in the reasoned opinion of tax counsel to the Parent Trust, should be necessary to preserve the treatment of the Parent Trust as an “investment trust” within the meaning of the Treasury Regulations Section 301.7701-4(c).

Section 7.03 provides that, notwithstanding any other provision in the Parent Trust Agreement, the Parent Signatory Trustee shall not have the power to take any action that, in the reasoned opinion of tax counsel to the Trust, should be expected to cause the Trust to be treated as a “business entity” for federal income tax purposes; or to take any of the following actions, if the taking of such action or actions would constitute a power under the Parent Trust Agreement to “vary the investment of the certificate holders” as defined by Treasury Regulation Section 301.7701-4(c)(1): (a) reinvest any monies of the Parent Trust, except in accordance with Section 4.02; (b) enter into or renegotiate mortgage financing, renegotiate any lease or enter into new leases except in the case of a tenant’s bankruptcy or insolvency; (c) make other than minor nonstructural modifications to the Real Estate, other than as required by law; or (d) accept any capital from the Investors or new investors except as provided for in the Private Placement Memorandum.

Section 9.01 provides that the Parent Trust will dissolve in accordance with Section 3808 of the Act, and that each Investor’s share of the Parent Trust Property shall be distributed to the Investors *pro rata* in proportion to each Investor’s percentage interest in the Parent Trust, at the earlier of (a) December 31, 2075, or (b) the sale or other disposition of the Parent Trust Property. Notwithstanding any other provision of the Parent Trust Agreement, the bankruptcy of a trustee or a beneficiary shall not cause the trustee or the beneficiary, respectively, to cease to be a trustee or beneficiary of the Trust and upon the occurrence of such an event, the Parent Trust shall continue without dissolution.

Section 9.02 provides that, notwithstanding Section 9.01, if: (A)(i) the Master Tenants default on their obligations under the Master Leases; (ii) the Parent Trust Property (or the property of the Operating Trusts) is subject to a casualty, condemnation or similar event that is not adequately compensated through insurance or otherwise sufficient to permit restoration of the Parent Trust Property to the same condition as previously existed; or (iii) the Parent Signatory Trustee determines that the Investors are at risk of losing all or a substantial portion of their investment in the Interests; and (B) and the Parent Signatory Trustee is prohibited from taking actions to cure or mitigate the events by reason of the restrictions set forth in Section 7.03 of the Parent Trust Agreement, then the Parent Signatory Trustee shall take such actions as are described in Section 9.03.

Section 9.03 provides that the Parent Signatory Trustee will: (1) if the circumstances described in Section 9.02 apply to the Real Estate held by all of the Operating Trusts, terminate the Parent Trust by converting it into a Delaware limited liability company (the “Parent LLC”) and converting or exchanging the Interest of each Investor for an equivalent membership interest in the Parent LLC; or (2) if the circumstances described in Section 9.02 apply to less than all of the Parent Trust Property, then the Parent Trust shall not terminate but rather, with respect to the Operating Trust to which such circumstances apply, the Parent Signatory Trustee shall, in connection with the termination of the relevant Operating Trust Agreement, distribute the interests in such Operating Trust to the Investors in partial liquidation of the Parent Trust.

B. Operating Trust Agreements

The Operating Trusts are subject to substantially identical Operating Trust Agreements, the material provisions of which are as follows:

Article I provides in part that all interests in the Operating Trust shall be of a single class.

Section 2.03 provides that the purposes of the Operating Trust are: (i) to acquire and own the Real Estate and any related personal property; (ii) to enter into or assume and comply with the terms of the Transaction Documents; (iii) to conserve, protect, lease and dispose of the Real Estate; and (iv) to take such other actions as the Operating Trustees deem necessary or advisable to carry out the foregoing. Section 2.03 also provides that (a) the Operating Trust shall hold the property of the Operating Trust (the “Operating Trust Property”) for investment purposes and only engage in activities which are customary services in connection with the maintenance and repair of the Real Estate; (b) none of the Operating Trustees, the Investors, or their agents shall provide (1) non-customary services with respect to the Real Estate, (2) services the payment for which would not qualify as “rents from real property” within the meaning of Code Section 512(b)(3)(A)(i) and the Treasury Regulations thereunder, or (3) services the payment for which would not qualify as “rents from real property” within the meaning of Code Sections 856(c)(2)(C) and 856(c)(3)(A) and the Treasury Regulations thereunder; and (c) the Operating Trust shall conduct no activities other than as specifically provided in Section 2.03.

Section 2.04 states that the Operating Trustees are holding the Operating Trust Property for the benefit of the Parent Trust, subject to the obligations of the Operating Trust under the

Transaction Documents, and other relevant agreements. Section 2.04 further states that it is the intention of the parties to the Operating Trust Agreement that the Operating Trust constitute a “statutory trust” within the meaning of the Delaware Statutory Trust Act, and that Operating Trust not constitute an agency, partnership, corporation, association or business trust for federal income tax purposes. Instead, each Investor shall be treated for federal income tax purposes as the owner of a direct ownership interest in the Real Estate and other Operating Trust Property and shall be obligated to report its Interest consistently with such characterization.

Section 2.05 prohibits the Operating Trust from, among other things, owning any real property other than the Real Estate, acquiring or owning any material assets other than the Operating Trust Property and such incidental personal property, equipment and other machinery as may be necessary for the operation of the Operating Trust Property, and filing or consenting to the filing of any bankruptcy, insolvency or reorganization case or proceeding without the unanimous consent of the Operating Trustees.

Section 3.01 provides that, subject to Section 3.02 (concerning certain family and estate planning transfers), any proposed assignment, pledge, encumbrance, or transfer by the Parent Trust of part or all of its interest is subject to the prior consent of the Operating Signatory Trustee and satisfaction of certain preconditions set forth in the Operating Trust Agreement.

Article IV directs the Operating Signatory Trustee to distribute all available cash to the Parent Trust on a monthly basis, after paying or reimbursing the Operating Trustees for any fees or expenses paid or incurred by the Operating Trustees on behalf of the Operating Trust (including, but not limited to, operating expenses) and retaining such additional amounts as are necessary to pay anticipated ordinary current and future Operating Trust expenses. Undistributed cash must only be invested in short-term obligations of (or guaranteed by) the United States, or any agency or instrumentality thereof and in certificates of deposit or interest-bearing bank accounts of any bank or trust company having a minimum stated capital and surplus. All such obligations must mature prior to the next distribution date, and be held to maturity.

Section 5.01(c) provides that, at all times that ownership interests in the Parent Trust are held by one or more persons in addition to the original beneficiaries of the Parent Trust, the Operating Trust shall not constitute a business entity for federal income tax purposes, but shall instead constitute an investment trust pursuant to Regulation Section 301.7701-4(c) and a grantor trust under Subpart E of Part 1, Subchapter J of the Code (Code Sections 671 *et seq.*).

Section 5.01(d) provides that the Operating Trust and not the Parent Trust shall have legal title to the Operating Trust Property, and the Operating Trust Agreement shall not be terminated by reason of the bankruptcy of the Parent Trust, or the transfer, by operation of law or otherwise, of any right, title or interest of the Parent Trust in and to the Operating Trust. In addition, Section 5.01(d) further provides that the Parent Trust shall not be liable for any liabilities or obligations of the Operating Trust or the Operating Trustees or for the performance of the Operating Trust Agreement.

Section 5.02 provides that the Parent Trust does not have the right to demand or receive an in-kind distribution of Operating Trust Property from the Operating Trust.

Section 5.03 provides that, except solely with respect to the selection of replacement Operating Trustees in certain circumstances, the Parent Trust has no right to make decisions for or to operate or manage the Operating Trust.

Section 6.04 provides that the Operating Trustees shall manage, control, dispose of or otherwise deal with the Operating Trust Property, subject to the restrictions set forth in the Operating Trust Agreement.

Section 7.02 authorizes the Operating Signatory Trustee to take, or cause the Operating Trust to take, any and all actions necessary to conserve and protect the Operating Trust Property, including, but not limited to: (a) acquiring, owning, conserving, protecting, leasing and selling the Operating Trust Property; (b) entering into or assuming and complying with the terms of the Transaction Documents; (c) collecting rents and making distributions to the Parent Trust; (d) notifying the parties of any default by them in the Transaction Documents; (e) solely to the extent necessitated by the bankruptcy or insolvency of a tenant, renegotiating the Master Lease or entering into a new lease with respect to the Real Estate or negotiating or financing any debt secured by the Real Estate; and (f) taking any action, which in the reasoned opinion of tax counsel to the Operating Trust, should be necessary to preserve the treatment of the Trust as an “investment trust” within the meaning of Treasury Regulation Section 301.7701-4(c).

Section 7.03 provides that, notwithstanding any other provision in the Operating Trust Agreement, the Operating Signatory Trustee shall not have the power to take any action that, in the reasoned opinion of tax counsel to the Operating Trust, should be expected to cause the Operating Trust to be treated as a “business entity” for federal income tax purposes; or to take any of the following actions, if the exercise of such action or actions would constitute a power under the Operating Trust Agreement to “vary the investment of the certificate holders” as defined by Treasury Regulation Section 301.7701-4(c)(1): (a) dispose of the Real Estate and acquire new real estate or reinvest any monies of the Operating Trust, except in accordance with Section 4.02; (b) enter into or renegotiate mortgage financing, renegotiate the Master Lease or enter into a new lease except in the case of the Master Tenant’s bankruptcy or insolvency; (c) make other than minor nonstructural modifications to the Real Estate, other than as required by law; or (d) accept any capital from the Parent Trust or new investors except as provided for in the Private Placement Memorandum.

Section 9.01 provides that the Operating Trust will dissolve in accordance with Section 3808 of the Act, and that the Parent Trust’s share of the Operating Trust Property shall be distributed to the Parent Trust *pro rata* in proportion to the Parent Trust’s percentage interest in the Operating Trust, at the earlier of (a) December 31, 2075, or (b) the sale or other disposition of the Real Estate. Notwithstanding any other provision of this Trust Agreement, the bankruptcy of a trustee or a beneficiary shall not cause the trustee or the beneficiary, respectively, to cease to be a trustee or beneficiary of the Trust and upon the occurrence of such an event, the Trust shall continue without dissolution.

Section 9.02 provides that, notwithstanding Section 9.01, if: (A)(i) the Master Tenant defaults on its obligations under the Master Lease; (ii) the Operating Trust Property is subject to a casualty, condemnation or similar event that is not adequately compensated through insurance or otherwise sufficient to permit restoration of the Operating Trust Property to the same condition as previously existed; or (iii) the Operating Signatory Trustee determines that the Parent Trust is at risk of losing all or a substantial portion of its investment in its interests in the Operating Trust; and (B) and the Operating Signatory Trustee is prohibited from taking actions to cure or mitigate the events by reason of the restrictions set forth in Section 7.03 of the Operating Trust Agreement then the Operating Signatory Trustee shall take such actions as are described in Section 9.03.

Section 9.03 provides that if the circumstances described in Section 9.02 apply to the Operating Trust, then the Operating Signatory Trustee will terminate the Operating Trust by converting it into a Delaware limited liability company (the “Operating LLC” and with the Parent LLC, the “LLCs”) and converting or exchanging the interests of the Parent Trust for equivalent membership interests in the Operating LLC.

C. Master Lease

Each Operating Trust and the Master Tenant entered into identical Master Lease, the material provisions of which are as follows:

Section 2.01 provides that the Master Lease term shall expire, unless sooner terminated as therein provided, on [], 2035, provided however that (a) for so long as the Master Tenant is not in default under the Master Lease, the term of the Master Lease will automatically renew for up to three (3) successive five (5) year renewal terms, unless the Master Tenant elects not to renew the Master Lease by providing sixty (60) days’ prior written notice to the Operating Trusts, (b) the Master Lease will terminate upon sale of the Real Estate, and (c) pursuant to Section 16.01, the Operating Trust may terminate the Master Lease in the event of an uncured default by the Master Tenant.

Section 3.01(b) and Exhibit C provide that the amount of rent that the Master Tenant will pay for a year (the “Rent”) is equal to: (i) a fixed annual amount (the “Base Rent”), payable in equal monthly installments, (ii) an additional amount (the “Additional Rent”) equal to 100% of the Master Tenant’s gross revenue from the Real Estate above a specifically stated, annually escalating floor up to a specifically stated, annually escalating maximum amount of Additional Rent (the “Additional Rent Ceiling”); and (iii) an additional amount (the “Bonus Rent”) equal to 80% of the Master Tenant’s gross revenue from the Real Estate that exceeds the Additional Rent Ceiling. The Rent and other sums coming due to the Operating Trusts not paid when due and remaining unpaid for 30 days bears interest at the Default Rate (as defined in the Master Lease).

Section 3.01(c) provides that each Operating Trust is entitled to the Rent payable under the Master Lease that is attributable to the Property owned by such Operating Trust and to any sales, casualty or condemnation proceeds attributable to such Property.

Section 3.01(f) provides that the Master Tenant, on behalf of the Operating Trusts, will be responsible for the “Uncontrollable Expenses” for each year of the Master Lease (*i.e.*, costs relating to real estate taxes, property insurance and the Cost of Utilities (as defined in the Master Lease)); provided, however, that the Master Tenant is financially responsible solely for the amount of such Uncontrollable Expenses for each year as set forth in an exhibit to the Private Placement Memorandum (the “Projected Uncontrollable Expenses”). To the extent the Uncontrollable Expenses for a year exceed the Projected Uncontrollable Expenses, the Operating Trust is responsible for such amounts, and to the extent the Projected Uncontrollable Expenses are greater than the actual Uncontrollable Expenses, the difference will be paid by the Master Tenant to the Operating Trust as additional Rent.

Section 3.08 provides that the Operating Trusts and the Master Tenant agree that the Master Lease is a “true lease” and not a financing arrangement, partnership, joint venture, management or other arrangement, and that the parties will reflect the transactions embodied in the Master Lease consistent with its treatment as a “true lease.”

Sections 4.02 and 4.03 provide that the Master Tenant is required to maintain insurance with respect to the Operating Trust Property, including but not limited to casualty and business interruption insurance in respect of the Operating Trust Property.

Section 7.01 provides that the Master Tenant is responsible for all “Operating Costs” (as such term is defined in the Master Lease), and is also responsible for taking good care, including paying all costs and expenses required therefor, of the premises, alleyways and passageways and the sidewalks, curbs and vaults adjoining the premises, and keep the same (or cause the same to be kept) in good order and condition, ordinary wear and tear and obsolescence excepted, and make necessary nonstructural repairs thereto, interior and exterior.

Section 7.02 provides that (a) the Operating Trusts are responsible for all “Capital Expenses” which means the costs and expenses incurred in connection with major repairs, replacements, and improvements relating to the structural elements of the Operating Trust Property which are not Operating Costs and would be capitalized under generally accepted accounting principles and (b) each Operating Trust bears the cost of Capital Expenses attributable to the Property owned by such Operating Trust and otherwise fulfills the responsibilities of the Operating Trusts under the Master Lease attributable to such Property, including with respect to any excess of actual over projected Uncontrollable Expenses.

Section 7.04 provides that if the Master Tenant uses any “Reserve Account” (as such term is defined in the Master Lease) established for the benefit of the Operating Trust to pay any obligations of the Master Tenant, then the Master Tenant must reimburse such amounts plus interest on or before the expiration or termination of the Master Lease. Section 7.04 further provides that if the Master Tenant bears an expense that is an obligation of the Operating Trust under the Master Lease, the Master Tenant may reduce Additional Rent or Bonus Rent in order to recover such advances plus interest and that any unreimbursed advances and/or interest are required to be repaid to the Master Tenant out of the proceeds of the sale or exchange of the Real Estate (if not fully reimbursed by the time of such sale).

Section 8.01 provides that the Master Tenant may make alterations to (but not additions to, removals of or substitutions for) the Real Estate with the Operating Trust's prior written consent, provided that certain other conditions are met.

Section 13.01 provides that the Master Tenant may not assign its interest in the Master Lease without the consent of the Operating Trust. Section 13.01 further provides that the Master Tenant may enter into subleases of the Operating Trust Property with subtenants.

Section 16.01 provides that if any "Event of Default" occurs, the Operating Trust can give notice of such default and terminate the Master Lease (or take possession of the Operating Trust Property without terminating the Master Lease) after giving notice. Section 16.01 generally defines "Event of Default" to include, among other things: (a) the failure by the Master Tenant to pay Rent, Operating Costs, or Impositions which failure is not cured within ten (10) days after notice; (b) the failure to comply with the other terms of the Master Lease which failure is not cured within thirty (30) days after notice (or longer if the Master Tenant diligently undertakes efforts to cure such Event of Default); (c) the occurrence of certain bankruptcy-related events with respect to the Master Tenant, including but not limited to the filing by the Master Tenant of a voluntary bankruptcy petition (including any petition for reorganization, composition, readjustment or similar relief) or the adjudication of the Master Tenant as a bankrupt or insolvent; (d) the assignment, pledge or encumbrance of any rentals or sums payable under the subleases, other than as may be required by the Master Lease; and (e) if any representation, warranty or statement of the Master Tenant in the Master Lease is inaccurate in any material respect.

D. Asset Management Agreement

Pursuant to Section 2.1 of the Asset Management Agreement, the Parent Trust engaged the Asset Manager as an independent contractor to perform the services described below. Section 1.1 further provides that the Operating Trusts will retain title, ownership and exclusive control of the Real Estate and that the Asset Manager will not acquire title to, any security interest in, or any rights of any kind in or to the Real Estate except as explicitly set forth therein.

Section 2.2 provides that the Asset Management Agreement should terminate on the earlier of (i) the sale of other disposition of all or part of the Real Estate by the Operating trusts or an LLC to a person not affiliated with the Trusts, (ii) any termination pursuant to Article 10 of the Asset Management Agreement and (iii) February 28, 2045. The Asset Management Agreement will be automatically be assigned to the manager of the LLC in the event one or more Properties are transferred to one or more LLCs pursuant to the Trusts' Trust Agreements.

Section 3.2 of the Asset Management Agreement provides that the duties and responsibilities of the Asset Manager shall include, but not be limited to, the following: (1) provide Investor relations services; (2) provide any requested information to the broker-dealers, due diligence officers or Investors; (3) if the Real Estate is to be sold, assist the Operating Trusts in negotiating a sale satisfactory to the Operating Trusts, and assisting the Operating Trusts in effecting a closing of the transaction between the Operating Trusts and the purchaser, including without

limitation, engaging real estate brokers; and (4) participate in a meeting (not to be less than monthly) between the Operating Trusts and/or the Master Tenant to discuss the operations of the Operating Trusts and the Real Estate.

Section 3.4 further provides that notwithstanding any other provision of the Asset Management Agreement, the Asset Manager shall not perform any services for the Operating Trusts or with respect to the Real Estate (i) in breach of the Master Leases, (ii) in violation of the provisions set forth in Revenue Ruling 2004-86, (iii) that consist of operation or maintenance of either Property or (iv) that consist of services to the Property Manager, Master Tenants or to any subtenant of the Master Tenants.

Article 5 of the Asset Management Agreement provides that the Asset Manager should provide asset management services to the Trusts at no cost and is entitled to (1) a fee equal to 1% of any loan, plus reimbursement of any out-of-pocket expenses incurred by the Manager in connection with any financing of the Real Estate in connection with a Transfer Distribution (as define in the Trust Agreements), and (2) an amount equal to 2% of gross sales price of the Real Estate (or buyer's assumed fair market value of the Real Estate, if consideration is not rendered in cash), in cash on the closing date of such sale, transfer or other disposition of the Real Estate (excluding any sale or exchange to or with an affiliate of the Operating Trusts unless such sale or exchange is in the ordinary course of the Operating Trusts' business and on arm's length terms) (the "Disposition Fee"). If a third-party real estate broker is engaged to sell the Real Estate, any brokerage commission due and payable to such broker shall be paid from the gross proceeds received from the Real Estate and will be in addition to the Disposition Fee due to the Asset Manager; provided, however, in no event will the total Disposition Fee and brokerage fee payable by an Operating Trust exceed 3.0% of the gross sales price of the Properties. The Disposition Fee is compensation for the agreement of the Asset Manager to assist the Operating Trusts in disposing of the Real Estate as the Operating Trusts may reasonably request.

Article 10 provides that the Asset Management Agreement shall terminate upon a sale of the entire Real Estate and payment by the Parent Trust of any compensation due to the Asset Manager that has accrued as of the date of the sale, and that either party may terminate the Asset Management Agreement without cause at any time upon 10 days written notice. Article 10 of the Asset Management Agreement further provides that, notwithstanding anything therein to the contrary, the obligation of the Parent Trust to pay accrued Asset Management Fees survives the termination of the Asset Management Agreement. Article 10 further provides that the Parent Trust shall have the right to terminate Asset Manager's duties and obligations thereunder and shall be immediately relieved of its obligation to pay the Asset Management Fees in consequence of a material breach of the Asset Management Agreement by the Asset Manager that is not cured within 30 days of notice from the Parent Trust to the Asset Manager, bankruptcy of the Asset Manager, or fraud, theft, conversion or willful misconduct by the Asset Manager.

E. Property Management Agreement

Each Master Tenant and the Property Manager entered into identical Property Management Agreement, the material provisions of which are as follows:

Section 1 of the Property Management Agreement provides that (a) the Master Tenant appoints the Property Manager as the manager and operator of the Real Estate and (b) the Manager is an independent contractor with respect to the Master Tenant and the Property Management Agreement should not be construed to create an employer/employee, partnership, joint venture or other relationship between the Property Manager and the Master Tenant.

Section 2 of the Property Management Agreement provides that the Property Manager has the sole and exclusive authority to supervise the Real Estate and supervise and direct the business and affairs associated with the daily business of the Real Estate including preparing an operating budget for each Property, entering into rental agreements on behalf of the Master Tenant and collecting rent, making or supervising decisions concerning repair, maintenance and improvements related to the Real Estate, selecting and hiring vendors, suppliers, contractors, subcontractors and employees with respect to the Real Estate and negotiating and executing any agreements which Property Manager deems necessary or advisable for the furnishing of utilities, services, concessions and supplies and for the maintenance, repair and operation of the Real Estate.

Section 4 of the Property Management Agreement provides that the Property Manager is entitled to: (1) a monthly management fee of \$3,000 or an amount equal to six percent (6%) of the monthly "Gross Revenue", whichever is greater (the "Property Management Fee"); and (2) a construction management fee for managing construction or capital improvement work in an amount equal to five percent (5%) of the amount of construction or capital improvement work in excess of \$10,000. The Property Management Agreement defines "Gross Revenue" to mean all receipts of Master Tenant arising from the operation of the Real Estate, including, without limitation, rental payments under tenant leases at the Real Estate (excluding revenues from sales taxes, refunds, and returned checks, which amounts are to be deducted from Gross Revenue if and to the extent previously included in Gross Revenue); revenues from vending machines; maintenance charges, if any, paid by the tenants of the Real Estate in addition to basic rent; parking fees, if any; and all money, whether or not otherwise described herein, paid for the use of the Real Estate. The Property Manager is also entitled to reimbursement of certain expenses.

Section 7 of the Property Management Agreement provides for an initial term of three years and automatically renews for successive three-year renewal periods unless either Master Tenant or Property Manager delivers written notice to the other party on or before ninety (90) days prior to the expiration of the initial or any renewal term.

Section 8 further provides that Master Tenant may also terminate the Property Management Agreement at any time and from time to time upon notice to Property Manager either "For Cause" immediately upon written notice thereof or "Without Cause" at any time (a) upon not less than sixty (60) days' written notice thereof, (b) upon the sale or other disposition of the Real Estate, (c) if all or a substantial portion of the Real Estate is taken in its entirety by condemnation or (d) upon the termination of the Master Tenants' leasehold interest pursuant to the Master Leases with respect to the Real Estate.

TAX ANALYSIS

It is our opinion that, for federal income tax purposes, the acquisition by the Investors of the Interests should be treated as the direct acquisition by the Investors of ownership interests in the Real Estate for purposes of Code Section 1031.

The principal authority governing the treatment of interests in Delaware Statutory Trusts for purposes of Code Section 1031 is Revenue Ruling 2004-86, 2004-2 C.B. 191. As more fully described below, our conclusion as to the treatment of the Interests under Code Section 1031 is based largely on the similarity between the facts described in Revenue Ruling 2004-86 and the facts in respect of the Trusts, and the Treasury Regulations and case law that form the basis for the revenue ruling.

Treatment of the Interests as Real Property for Purposes of Code Section 1031.

Code Section 1031 provides that no gain or loss is recognized on the exchange of real property held for productive use in a trade or business or for investment if such property is exchanged solely for real property of like kind which is to be held either for productive use in a trade or business or for investment.

Revenue Ruling 2004-86 held that, assuming the other requirements of Code Section 1031 are satisfied, a taxpayer may exchange real property for a beneficial interest in a Delaware Statutory Trust such as the trust described in the ruling (the “DST”) in a tax-free exchange under Code Section 1031. The holding of Revenue Ruling 2004-86 is based in part on certain factual assumptions regarding the provisions of the trust agreement of the DST, although not all the facts described in the ruling are crucial to its holding. The facts as set forth in Revenue Ruling 2004-86 are as follows:

On January 1, 2005, A, an individual, borrows money from BK, a bank, and signs a 10-year note bearing adequate stated interest, within the meaning of § 483. On January 1, 2005, A uses the proceeds of the loan to purchase Blackacre, rental real property. The note is secured by Blackacre and is nonrecourse to A.

Immediately following A’s purchase of Blackacre, A enters into a net lease with Z for a term of 10 years. Under the terms of the lease, Z is to pay all taxes, assessments, fees, or other charges imposed on Blackacre by federal, state, or local authorities. In addition, Z is to pay all insurance, maintenance, ordinary repairs, and utilities relating to Blackacre. Z may sublease Blackacre. Z’s rent is a fixed amount that may be adjusted by a formula described in the lease agreement that is based upon a fixed rate or an objective index, such as an escalator clause based upon the Consumer Price Index, but adjustments to the rate or index are not within the control of any of the parties to the lease. Z’s rent is not contingent on Z’s ability to lease the property or on Z’s gross sales or net profits derived from the property.

Also on January 1, 2005, A forms DST, a Delaware statutory trust described in the Delaware Statutory Trust Act, Del. Code Ann. Title 12, §§ 3801 - 3824, to hold property for investment. A contributes Blackacre to DST. Upon contribution, DST assumes A's rights and obligations under the note with BK and the lease with Z. In accordance with the terms of the note, neither DST nor any of its beneficial owners are personally liable to BK on the note, which continues to be secured by Blackacre.

The trust agreement provides that interests in DST are freely transferable. However, DST interests are not publicly traded on an established securities market. DST will terminate on the earlier of 10 years from the date of its creation or the disposition of Blackacre, but will not terminate on the bankruptcy, death, or incapacity of any owner or on the transfer of any right, title, or interest of the owners. The trust agreement further provides that interests in DST will be of a single class, representing undivided beneficial interests in the assets of DST.

Under the trust agreement, the trustee is authorized to establish a reasonable reserve for expenses associated with holding Blackacre that may be payable out of trust funds. The trustee is required to distribute all available cash less reserves quarterly to each beneficial owner in proportion to their respective interests in DST. The trustee is required to invest cash received from Blackacre between each quarterly distribution and all cash held in reserve in short-term obligations of (or guaranteed by) the United States, or any agency or instrumentality thereof, and in certificates of deposit of any bank or trust company having a minimum stated surplus and capital. The trustee is permitted to invest only in obligations maturing prior to the next distribution date and is required to hold such obligations until maturity. In addition to the right to a quarterly distribution of cash, each beneficial owner has the right to an in-kind distribution of its proportionate share of trust property.

The trust agreement provides that the trustee's activities are limited to the collection and distribution of income. The trustee may not exchange Blackacre for other property, purchase assets other than the short-term investments described above, or accept additional contributions of assets (including money) to DST. The trustee may not renegotiate the terms of the debt used to acquire Blackacre and may not renegotiate the lease with Z or enter into leases with tenants other than Z, except in the case of Z's bankruptcy or insolvency. In addition, the trustee may make only minor non-structural modifications to Blackacre, unless otherwise required by law. The trust agreement further provides that the trustee may engage in ministerial activities to the extent required to maintain and operate DST under local law.

On January 3, 2005, B and C exchange Whiteacre and Greenacre, respectively, for all of A's interests in DST through a qualified intermediary, within the meaning of

§ 1.1031(k)-1(g). A does not engage in a § 1031 exchange. Whiteacre and Greenacre were held for investment and are of like kind to Blackacre, within the meaning of § 1031.

Neither DST nor its trustee enters into a written agreement with A, B, or C, creating an agency relationship. In dealings with third parties, neither DST nor its trustee is represented as an agent of A, B, or C.

BK is not related to A, B, C, DST's trustee or Z within the meaning of § 267(b) or § 707(b). Z is not related to B, C, or DST's trustee within the meaning of § 267(b) or § 707(b).

The IRS's conclusions in Revenue Ruling 2004-86 were as follows:

- (1) The Delaware statutory trust described above is an investment trust, under § 301.7701-4(c), that will be classified as a trust for federal tax purposes.
- (2) A taxpayer may exchange real property for an interest in the Delaware statutory trust described above without recognition of gain or loss under § 1031, if the other requirements of § 1031 are satisfied.

The IRS noted that, under the facts of Revenue Ruling 2004-86, if the DST's trustee had the power to do one or more of the following acts, it would be classified as a partnership or other business entity for federal income tax purposes:

- (i) dispose of Blackacre and acquire new property; (ii) renegotiate the lease with Z or enter into leases with tenants other than Z; (iii) renegotiate or refinance the obligation used to purchase Blackacre; (iv) invest cash received to profit from market fluctuations; or (v) make more than minor non-structural modifications to Blackacre not required by law.

In addition, the DST would not have qualified as an "investment" trust had it been able to (a) accept additional contributions of new cash or assets from existing or new owners, or (b) invest reserves and cash in investments other than short term government obligations, certificates of deposit or interest bearing accounts that are held to maturity and that mature prior to the distribution of cash to the DST's owners.

Various facts in Revenue Ruling 2004-86 in our view are not determinative of the outcome, including (a) that Blackacre was subject to the note and lease prior to being contributed to the DST, (b) that each owner had a right to an in-kind distribution of the DST's property, and (c) that the persons who acquired interests in the DST acquired their interests indirectly from the original owner of the DST, rather than the DST itself.

In rendering the opinion set forth in this opinion letter, we analyze below in light of all relevant authorities: (1) the Trusts' classification as entities separate from their owners (and not as

agency arrangements) for federal income tax purposes; (2) the Trusts' classification as "investment trusts" (and not as business entities) for federal income tax purposes; (3) whether the Master Leases constitute true leases for federal income tax purposes; (4) the Trusts' classification as "grantor trusts" for federal income tax purposes; (5) the treatment of the Investors as holding direct interests in the Real Estate for federal income tax purposes; and (6) the Disposition Fee and the Property Management Fee.

1. Classification of the Trusts as Entities Separate from their Owners for Federal Income Tax Purposes.

Under Treasury Regulation Section 301.7701-1(a)(1), whether an organization is an entity separate from its owners for federal tax purposes is a matter of federal tax law and does not depend on whether the organization is recognized as an entity under local law. Revenue Ruling 2004-86 states that, generally, when participants in a venture form a state law entity and avail themselves of the benefits of that entity for a valid business purpose, such as investment or profit, and not for tax avoidance, the entity will be recognized for federal income tax purposes.

Whether the Trusts are treated as entities separate from their owners for federal income tax purposes depends upon their treatment under local law and the nature of the relationships created among the parties to the Trusts pursuant to the Trust Agreements.

In Revenue Ruling 2004-86, after describing certain relevant provisions of the Delaware Statutory Trust Act, and after observing that the DST was "formed for investment purposes," the IRS concluded that the DST was an entity for federal income tax purposes. We believe that the Trusts are substantially similar to the DST described in Revenue Ruling 2004-86. First, and most importantly, both the DST and the Trusts are Delaware Statutory Trusts, subject to the provisions of the Delaware Statutory Trust Act. The Sponsor has represented that the Trusts have not opted-out and will not opt-out of their status as separate legal entities pursuant to the Delaware Statutory Trust Act. Second, Section 2.03 of the Trust Agreements provides that one of the purposes of the Trusts is to hold their respective Trust Property for investment purposes. This provision of the Trust Agreements is consistent with the purpose of the DST in Revenue Ruling 2004-86 (*i.e.*, "to hold property for investment"). Third, Section 5.01(d) of the Trust Agreements provides that the Investors are not liable for any liabilities or obligations of the other Investors, the Trusts or the Trustees or for the performance of the Trust Agreements. Fourth, consistent with the DST's trust agreement, the Trust Agreements do not purport to create an agency relationship. In addition, the Sponsor has represented that no Trust nor any Trustee or the Asset Manager has entered into or will enter into any agreement or understanding with any beneficiary of any Trust creating an agency or nominee relationship and no Trust nor any Trustee or the Asset Manager has been or will be represented as an agent or nominee of any beneficiary of any Trust in dealings with third parties. Accordingly, the Trusts should be respected as entities separate from their owners for federal income tax purposes.

2. Classification of the Trusts as Investment Trusts Rather than as Business Entities for Federal Income Tax Purposes.

In general, an organization constitutes a trust for tax purposes if it is an arrangement whereby trustees take title to property for the purpose of protecting or conserving it for the beneficiaries. Generally speaking, an arrangement will be treated as a trust for tax purposes if the purpose of the arrangement is to vest in trustees responsibility for the protection and conservation of property for beneficiaries who cannot share in the discharge of that responsibility and, therefore, are not associates in a joint enterprise for the conduct of business for profit. Treasury Regulation Sections 301.7701-1(a)(1), (b), 4(a).

There are other arrangements which are known as trusts because the legal title to property is conveyed to trustees for the benefit of beneficiaries, but which are not classified as trusts for tax purposes because they are not simply arrangements to protect or conserve the property for the beneficiaries. These trusts, which are often known as business or commercial trusts, generally are created by the beneficiaries simply as a device to carry on a profit-making business which normally would have been carried on through business organizations that are classified as corporations or partnerships for tax purposes. The fact that the corpus of such a trust is not supplied by the beneficiaries is not sufficient reason in itself for classifying the arrangement as an ordinary trust rather than as a corporation or a partnership for tax purposes. The technical casting of an organization in trust form, by conveying title to property to trustees for the benefit of persons designated as beneficiaries, will not change the real character of the organization if the organization is more properly classified as a corporation or a partnership for tax purposes. Treasury Regulation Section 301.7701-4(b).

An investment trust will not be classified as a trust if there is a power under the trust agreement to vary the investment of the certificate holders. An investment trust with a single class of ownership interests, representing undivided beneficial interests in the assets of the trust, will be classified as a trust for tax purposes if there is no power under the trust agreement to vary the investment of the certificate holders. An investment trust with multiple classes of ownership interests ordinarily will be classified as a corporation or a partnership for tax purposes. An investment trust with multiple classes of ownership interests will be classified as a trust for tax purposes, however, if the trust is formed to facilitate direct investment in the assets of the trust and the existence of multiple classes of ownership interests is incidental to that purpose and if there is no power under the trust agreement to vary the investment of the certificate holders. Treasury Regulation Section 301.7701-4(c).

A. Investments Trusts in General.

The DST in Revenue Ruling 2004-86 was held to be an investment trust and not a business entity. The courts and the IRS have considered the distinctions between an investment trust and a business entity on several other occasions.

In *Commissioner v. Chase National Bank*, 122 F. 2d 540 (2d Cir. 1941), a depositor transferred units consisting of the common stock of a number of corporations to a trust, and then sold trust

certificates to investors. The trustee was vested with all of the rights of ownership of the shares except that the depositor controlled the voting rights of the shares and the trust instrument governed and restricted the disposal of the shares. Under the terms of the trust instrument, property deposited into the trust was held until some disposition of it was made consistent with the terms of the trust instrument. Further, distributions of currently available funds were required. No purchases were to be made by the trustee by way of reinvestment of funds or otherwise. The IRS argued that the trust was taxable as a corporation for federal income tax purposes. The court rejected the IRS's argument, holding that because the trust agreement required the trust property "to be held for investment and not to be used as capital in the transaction of business for profit like a corporation organized for such a purpose," the trust was prevented from becoming more than a "strict investment" trust. *Id.* at 543.

In a companion case, *Commissioner v. North American Bond Trust*, 122 F. 2d 545 (2d Cir. 1941), *cert. denied*, 314 U.S. 701 (1942), the Second Circuit reached a different conclusion regarding the classification of a trust for federal income tax purposes. In contrast to the terms of the trust instrument in the *Chase National Bank* case, the terms of the trust instrument in *North American Bond Trust* accorded the depositor with the power "to take advantage of market variations to improve the investments of even the first investors." *Id.* at 546. This power arose in two ways. First, in making up new units, the depositor was not confined to the same bonds he had selected for the previous units. Second, the bonds of all units constituted a single pool in which each certificate holder shared according to his proportion of all the certificates issued. As a result, the money from new investors could be used to purchase new bond issues which would in turn reduce the existing certificate holders' interests in the old bond issues. Based on these facts, the court held that the depositor "had power, though a limited power, to vary the existing investments of all certificate holders at will..." (*Id.*), and accordingly that the trust was an association taxable as a corporation.

Revenue Ruling 75-192, 1975-1 C.B. 384, concerned a trust agreement that required the trustee to invest cash on hand between quarterly distribution dates in short term government obligations or in certificates of deposit issued by banks with minimum stated surplus and capital that mature prior to the following distribution date. The IRS concluded that, because the trust agreement restricted the trustee to a fixed return similar to that earned on a bank account, there was no opportunity to profit from market fluctuations. Accordingly, a power to invest in short term instruments as described in Revenue Ruling 75-192 is not a power to vary a trust's investment.

In Revenue Ruling 79-77, 1979-1 C.B. 448, the IRS ruled that a trust formed to hold real property was an ordinary trust under Treasury Regulation Section 301.7701-4(a) and a grantor trust under Code Section 671, and not a business entity within the meaning of Treasury Regulation Section 301.7701-4(b) (*e.g.*, a partnership or an association taxable as a corporation), where the trustee's duties were limited to: (i) holding title to real estate; (ii) at the direction of the beneficiaries, signing a 20-year triple net lease (with renewal options) for the real estate; (iii) enforcing the lease; (iv) signing such other agreements as are approved by the beneficiaries; (v)

approving minor alterations to the real estate; and (vi) distributing net income of the trust to the beneficiaries on a quarterly basis.¹

In other situations, however, the IRS has determined that an arrangement formed to hold real estate was properly classified as a business entity. For example, in Revenue Ruling 78-371, 1978-2 C.B. 344, the heirs to certain real estate established a trust and transferred to the trust real estate subject to a net lease. The trust agreement expressly authorized the trustees to acquire additional real estate, to sell assets of the trust, to invest such sales proceeds in certain types of financial products, to borrow money, to mortgage and lease the trust property, and to build or remove improvements from the trust property without the knowledge or consent of the owners of the trust. The IRS concluded that the trustee's power to engage in extensive real estate operations and to invest the sales proceeds in financial products indicated that the trust was not formed merely to protect and conserve the trust's property and ruled that the trust was taxable as a corporation.

Revenue Ruling 78-371 may be contrasted with Revenue Ruling 75-374, 1975-2 C.B. 261. In this ruling, the IRS addressed the level of joint business activity that would cause co-owners of real estate to be viewed as partners for tax purposes. The co-owners of an apartment project hired an unrelated management company to manage the apartment project. The management company negotiated and executed the leases for the apartment units, collected rents and other payments from tenants, and paid taxes, assessments and insurance premiums relating to the project. The management company performed (i) all services customarily performed in connection with the maintenance and repair of the apartment project (such as providing heat, air conditioning, hot and cold water, unattended parking, normal repairs, trash removal and cleaning of service areas), and (ii) certain additional services such as attended parking, gas, electricity and other utilities. Customary tenant services were furnished by the management company to the tenants at no additional charge above the basic rental payments. The management company paid the costs incurred in providing the additional services and retained the charges paid by the tenants. The ruling concluded that the co-owners were not partners for tax purposes because the furnishing of customary services in connection with maintenance and repair did not render the co-ownership a partnership. The IRS also found that the management company was not an agent of the co-owners because the co-owners did not share any of the profits realized from the rendition of the non-customary additional services by the management company. Based on

¹ See also Private Letter Ruling 9352008 (September 29, 1993), in which the IRS ruled that an ownership interest in real estate should be respected as such for tax purposes and not recharacterized as a partnership interest where the real estate was subject to a net lease: "mere co-ownership of an interest in real property without providing more than the customary services of maintenance and repair and collecting of rents will not render a co-ownership a partnership . . . [The real estate] is already subject to a net lease, under which the lessee is responsible to pay all insurance premiums, general real estate taxes and special assessments, most of the utility expenses and a significant portion of the repair costs . . . Therefore, co-ownership of [the real estate] . . . is not, in and of itself, a partnership."

IRS's conclusions in Revenue Ruling 75-374, Revenue Ruling 78-371 should not be applicable to situations in which owners of real estate (whether direct or indirect) share only in the proceeds from customary services provided to tenants.

Subject to the discussion below of certain differences between the facts in respect of the Trusts and the facts of Revenue Ruling 2004-86, we believe that the arrangements provided for under the Trust Agreements and the Master Leases are similar to the arrangements described in *Chase National Bank* and Revenue Rulings 2004-86, 79-77, 75-192, and 75-374, and are distinguishable from the arrangements described in *North American Bond Trust* and Revenue Ruling 78-371. The Trusts satisfy the “one class of interests” requirement because Article I of the Trust Agreements expressly states that the interests in the Trusts, including the Interests, shall be of a single class. Section 2.03 of the Trust Agreements provide that one of the purposes of the Trusts is to hold their respective Trust Property for investment purposes and that neither the Trustees, the Investors, nor their agents shall provide non-customary services with respect to the Real Estate. Section 2.04 of the Trust Agreements states that (i) the Trustees are holding the Trust property for the benefit of the owners of the Trusts, including the Investors, subject to the obligations of the Trusts; (ii) it is the intention of the parties to the Trust Agreements that the Trusts constitute “statutory trusts” within the meaning of the DSTA, and that the Trusts not constitute agencies, partnerships, corporations, associations or business entities for federal income tax purposes; and (iii) the Investors shall be treated for federal income tax purposes as owning a direct interest in the Real Estate and other Trust Property and shall be obligated to report their Interests consistently with such characterization. Article IV of the Trust Agreements (1) directs the Signatory Trustees to distribute all available cash to the owners of the Trusts, including the Investors, in accordance with their respective Percentages on a monthly basis after paying or reimbursing the Trustees for any fees or expenses paid or incurred by the Trustees on behalf of the Trusts and retaining funds as required for a reasonable reserve as necessary to pay anticipated current and future ordinary Trust expenses, and (2) requires undistributed cash to be invested only in short-term government obligations and in certificates of deposit or interest-bearing bank accounts with a bank or trust company having a minimum stated capital and surplus. Section 5.01(c) of the Trust Agreements provides that from and after such time as there is more than one Investor (other than the Parent Depositor and DST Holdco) in the Parent Trust, the Trusts shall not constitute business entities, but shall instead constitute investment trusts within the meaning of Treasury Regulation Section 301.7701-4(c). Section 7.03 of the Trust Agreements prohibits the Trustees from taking certain specified actions, if the effect would be that such action or actions would constitute a power under the Trust Agreements to vary the investment of the certificate holders under Treasury Regulation Section 301.7701-4(c)(1) and Revenue Ruling 2004-86. The Master Leases are net leases and, pursuant to the Trust Agreements, the Master Leases may not be renegotiated unless the Master Tenants become bankrupt or insolvent. Accordingly, the Trustees have no power under the Trust Agreements to vary the investment of the Investors.

B. Certain Differences between the Facts in Respect of the Trusts and the Facts of Revenue Ruling 2004-86.

We have considered differences between the facts in respect of the Trusts and the facts of Revenue Ruling 2004-86, including the differences noted below.

First, the ability of the Trustees to convert the Trusts to LLCs in specified circumstances should not constitute a power to vary the investment of the Investors. In such event, of course, the Investors will no longer be investors in a trust but instead will be investors in a newly formed limited liability company. Be that as it may, the corpus of the Trusts would not have changed during the continuance of the Trusts as trusts for state law purposes. Thus, the IRS ruled in Revenue Ruling 81-238, 1981-2 C. B. 248, that a trust retains its tax status as such notwithstanding arrangements whereby the beneficiaries may reinvest distributions in a newly formed trust, noting that “[t]he plan does not involve reinvestment in the original trust.” Private letter rulings (which under Code Section 6110(k)(3) may not be used or cited as precedent) have made it clear that such arrangements amount to a reinvestment of trust distributions into the original trust only if the subsequent trust in substance is simply a continuation of, and therefore the same trust as, the original trust. As limited liability companies and not trusts, the LLCs into which the Trusts are converted cannot be the same entity as the original Trusts. Private Letter Ruling 199943042 (July 23, 1999); Private Letter Ruling 200007006 (Nov. 15, 1999).

Second, the Loans are being originated by Lender, which is related to the Sponsor, which in turn is an affiliate of the Signatory Trustees, the Depositor, DST Holdco, and Master Tenants, whereas in Revenue Ruling 2004-86 there was an explicit assumption that the lender was not related within the meaning of Code Sections 267(b) or 707(b) to any owner or manager of the trust. Code Section 267(b) provides that are considered related (i) a fiduciary of a trust and a corporation more than 50 percent in value of the outstanding stock of which is owned, directly or indirectly, by or for the trust or by or for a person who is a grantor of the trust; (ii) corporation and a partnership if the same persons own (A) more than 50 percent in value of the outstanding stock of the corporation, and (B) more than 50 percent of the capital interest, or the profits interest, in the partnership; (iii) an individual and a corporation more than 50 percent in value of the outstanding stock of which is owned, directly or indirectly, by or for such individual; and (iv) two corporations which are members of the same controlled group. Code Section 267(b) defines “controlled group” with reference to Code Section 1563(a) pursuant to which “two or more corporations if 5 or fewer persons who are individuals, estates, trusts own stock possessing more than 80 percent of the total combined voting power of all classes of stock entitled to vote or more than 80 percent of the total value of shares of all classes of stock of each corporation.” Code Section 707(b)(1) provides that are considered “related”, “a partnership and a person owning, directly or indirectly, more than 50 percent of the capital interest, or the profits interest, in such partnership, or two partnerships in which the same persons own, directly or indirectly, more than 50 percent of the capital interests or profits interests.”

Here the Lender is disregarded as an entity separate from the Self-Storage REIT and the Signatory Trustees and the Depositor are disregarded as an entity separate from the TRS. The

Self-Storage REIT is owned by third-party stockholder and is consequently not related to the TRS.

Also the DST Holdco and the Master Tenants are owned by the Operating Partnership. The Operating Partnership is owned by the Growth REIT, as general partner and indirectly by the Self-Storage REIT, through its limited partner. The Growth REIT and the Self-Storage REIT are owned by different group of third-party stockholders and thus are not related.

Consequently, the Lender is not related to the Growth REIT, the Operating Partnership, the DST Holdco and the Master Tenants. Accordingly, the Lender is not related to the Signatory Trustees, the Depositor, any Investor, or the Master Tenants. Therefore, the Lender is not related to any owner, trustee or tenant of the Trust.

In any event, even though the Lender is not related to any owner, trustee or tenant of the Trust, we recognize that there is some minority overlap in governance among the Lender and certain control parties with respect to the Trust. Nevertheless, even if these relationships were included as factual assumptions not covered by Revenue Ruling 2004-86, which they are not, we still do not believe they would negatively impact our Opinion. While the purpose behind the lender relationship assumption in Revenue Ruling 2004-86 is not expressly stated, to the extent it has any tax law significance we expect that it relates to concerns about whether the loan is bona fide debt for income tax purposes and accordingly whether the trust's beneficiaries can be treated as true owners of the trust and thus its underlying real estate. See, e.g., *Meyerson v. Commissioner*, 47 T.C. 340 (1966). Here, among other things, the Sponsor has represented that the Loan Documents represent arm's length documentation and terms with respect to the Loans, so we do not believe that the relationship between Lender and Sponsor (and accordingly the Signatory Trustees) should negatively impact the tax analysis of the Trusts and the Interests set forth in this Opinion. Moreover, it is important to note that the Loans may not be made by Lender for its own account and are not part of any seller financing, and that it is intended that the Loans may be securitized following their origination. As a result, Lender may not retain the interest of a creditor in the Loans upon securitization. Consequently, we do not believe that the Loans negatively impact the tax analysis of the Trusts and the Interests set forth in this Opinion.

Third, the Signatory Trustees, the Asset Manager, the Master Tenants and the Property Manager are affiliates. At least arguably, therefore, the activities of the Master Tenants and/or the Property Manager with respect to the operation and management of the Real Estate should be attributed to the Signatory Trustees and/or the Asset Manager for tax purposes, in which event the Trusts would be treated as business trusts rather than investment trusts.

We do not believe that the affiliation among the above entities should lead to a conclusion that the Trusts are engaged in the operation of the Real Estate. First, all of the above entities are separate entities from each other for commercial law purposes and for federal income tax purposes. Moreover, the Signatory Trustees are expressly required by the Trust Agreements to deal with the Real Estate consistent with their duties to conserve and protect the Trusts' Trust Property for the benefit of their owners, including the Investors, the Signatory Trustees are subject to an implied contractual covenant of good faith and fair dealing under the Delaware

Statutory Trust Act, and the contractual duties of the Signatory Trustees are essentially administrative in nature. Accordingly, in our judgment on balance these facts should not defeat the status of the Trusts as investment trusts.

Fourth, under Section 7.02 of the Master Leases, the Operating Trusts have the obligation to fund certain capital improvements with respect to the Real Estate. More specifically, the Operating Trusts are responsible for any and all costs and expenses incurred in connection with major repairs, replacements, and improvements relating to the structural elements of the Properties which are not Operating Costs and thus would be capitalized under generally accepted accounting principles, including, but not limited to (i) replacement of roofs, chimneys, gutters, downspouts, paving, curbs, ramps, driveways, parking lots, windows, foundations, exterior walls and all load bearing walls, exterior doors and doorways, windows, elevators, fences, gates and HVAC systems and components thereof, and (ii) exterior painting or other façade maintenance. The DST in Revenue Ruling 2004-86 had no such obligation.

The IRS asserted in Revenue Ruling 2004-86 that a state law trust is properly classified as a business entity for Federal income tax purposes if the trustees have a power under the trust agreement to make more than minor non-structural modifications to the leased property not required by law. The exact scope of the asserted rule is unclear. To be sure, modifications required by law should not transmute a trust into a business entity because they are imposed on the trust rather than being volitional on the part of the trustees. As to modifications not required by law, we believe that modifications made or funded by a trust to property owned by the trust and leased to a tenant, regardless of whether such modifications are minor or more than minor and whether structural or non-structural, should transmute the trust into a business entity only if the modifications change the fundamental nature of the property (e.g., conversion of a multi-family property into a hotel, conversion of a self-storage facility into an office building, or conversion of a five story commercial or residential property into a 30 story property of the same type), presumably in order to improve the profitability and in turn the value of the trust property. Volitional modifications in our view should not result in a variation in the investment of the trustors, on the other hand, where the modifications are intended to protect and conserve the trust property (e.g., replacing a leaky roof or a structurally unsound load bearing wall) and where any increase in the value of the trust property is incidental to the accomplishment of that purpose rather than the motivation for the modification.

In Revenue Ruling 2004-86 the IRS relied on *North American Bond Trust, supra*, for the proposition that a power to vary the investment of certificate holders exists where there is a managerial power under the trust agreement that enables a trust to take advantage of variations in the market to improve the investment of the investors. In addition to modifications, the IRS gave four examples of such a proscribed power: a power to dispose of the trust property and acquire new property, a power to renegotiate a lease or enter into new leases, a power to renegotiate or refinance trust indebtedness, and a power to invest cash except in tightly constrained circumstances. All of these powers vary the investment of the trust beneficiaries by changing the trust corpus (substituting new property) or evidence an intent to take advantage of market conditions to improve the investment of the trust beneficiaries (entering into new leases with higher market rents, taking advantage of reductions in market interest rates, investing cash for a

return). As a result, existence of any such power is sufficient to turn the venture into a business for tax purposes. By way of contrast, the IRS held in Revenue Ruling 79-77 that a lessor trust may consent to alterations to the leased property not required by law if the trustee reasonably believes that the alterations protect and conserve the trust estate. Similarly, the IRS held in Revenue Ruling 90-63 that a power in the trustees to consent to a change in the credit support for tax exempt bonds held by the trust did not constitute a power to vary the investment of the beneficiaries because the trustees reasonably believed that the change was advisable to maintain the value of the trust assets by preserving the credit rating on the bonds, with any increase in the value of the trust assets being incidental to that purpose and therefore not the result of trading in the securities and thereby profiting from market fluctuations. 1979-1 C.B. 448, 1990-2 CB. 270.

In the situation at hand, the Sponsor has represented that the capital improvements to each Property funded by the applicable Operating Trust and not required by law will not change the fundamental nature of such Property as a self-storage and vehicle storage facility and/or mobile pod storage facility or materially change the size of such facility, the obligation of the Operating Trusts to fund capital improvements has not been entered into by such Trusts to take advantage of variations in the market to improve the investment of the Investors but rather has been entered into by such Trusts in order to protect and conserve the Real Estate for the Parent Trust and its Investors, and that any increase in the value of the Real Estate attributable to such capital improvements will be incidental to that purpose. Accordingly, the obligation of the Operating Trusts to fund capital improvements should not result in the Trusts' being classified as business entities for Federal income tax purposes.

In addition to the foregoing differences between the facts in respect of the Trusts and the facts of Revenue Ruling 2004-86, the facts in respect of the Trusts also differ from the facts in a private letter ruling that preceded the issuance of Revenue Ruling 2004-86 by almost 40 years. More specifically, the IRS took the position that an arrangement involving a trust which leased multiple real property interests to a tenant was not a valid fixed investment trust by reason of the conflation of the activities of tenant with those of the trust. In that situation, leases for various retail stores, warehouses, plants or distribution centers recited an intent that the property be used by the tenant for its purposes and at the same time in a manner that would insure its being developed to the maximum benefit of the lessor insofar as not inconsistent with the tenant's interests. The leases each provided in part as follows: "It is the intention of the parties that said property shall be managed by [tenant] in a manner that will permit [tenant] to enjoy all of the rights, privileges, profits and advantages accruing to [tenant] as tenant under the provisions of this [lease] and at the same time in a manner that will insure that the said property will be used, applied and developed to the maximum benefit of [trust]... and to the beneficiaries... . At the final expiration of any lease, the trustees agree to accept the premises with such alteration, remodeling, construction, new building or improvement, as may have been made" (emphasis added). The private letter ruling indicates that although the trust instrument generally provided for limited trustee powers consistent with fixed investment trust status, "[s]pecific provisions of the leases are repeatedly referred to and restated in the main body of the trust instrument itself."

The IRS viewed this arrangement as resulting in the tenant (as the originating and dominating party to the overall arrangement) playing a role in the overall operation of the trust. The IRS

specifically observed that “[t]he provisions of the leases were sufficiently integrated with the trust agreement and other relevant documents so that the powers of the lessee under the leases may be considered as powers of the trustee under the trust agreement to vary the investment of the certificate holders.” The IRS determined that the arrangements, which allowed for possible improvements or entire replacements of buildings for the maximum benefit of both the lessee and the lessor, may be considered as involving the taking of advantage of market variations to improve the investment of the trust beneficiaries. Accordingly, the IRS classified the trust as a corporation for tax purposes. Private Letter Ruling 6501275170A (January 27, 1965).

In the case of the Trusts, each party to the arrangements (the Trusts, the Master Tenants, the Managers, and Signature Trustees) has its own separate interest and rights. Unlike the facts of the private ruling, in which the leases themselves provided that a joint purpose thereof was to improve the investment of the trust beneficiaries, and in which the trust agreement parroted key provisions of the leases to that effect, the arrangements in the present case, including the Trust Agreements and the Master Leases, make no similar provision whatsoever. Other than the ability to sublease or operate the Real Estate, the Master Tenants have no power under the Master Leases or otherwise with respect to the Real Estate that is inconsistent with powers that the Trusts themselves are allowed to have with respect to the Real Estate under Revenue Ruling 2004-86 and the underlying authorities with respect to investment trust status. And, while not explicitly stated, and leaving aside the restrictions on investment trust activities permitted under Revenue Ruling 2004-86, it seems readily apparent that had the powers of the tenant in Private Letter Ruling 6501275170A been limited to the mere ability to lease and release its various leased properties, it is unlikely that the outcome of that ruling would have been unfavorable to the taxpayer since the obvious premise for the arrangement proposed in the private ruling – to materially modify the leased properties for the benefit of the trust beneficiaries – would have been nullified. For these and other reasons, we believe the situation with respect to the Trusts should not be controlled by the principles described in Private Letter Ruling 6501275170A even if private rulings qualified as legal precedent, which they do not.

Accordingly, the differences described above should not adversely affect the classification of the Trusts as investment trusts under the Investment Trust Regulation.

3. Characterization of the Master Leases for Federal Income Tax Purposes

If the Master Leases are not true leases for federal income tax purposes, then an Interest would not be eligible for a Code Section 1031 exchange because the Investors would not be the tax owners of the Real Estate. If the Master Leases constitute partnership agreements for tax purposes, then an Interest in the Parent Trust would also not be eligible for a Code Section 1031 exchange because partnership interests cannot be exchanged for real property on a tax-free basis. If the Master Leases constitute contracts under which the Master Tenants manage the Real Estate on behalf of the Trusts, then the Trusts would not be simply conserving and protecting the Real Estate but rather would be engaged in a business such that the Trusts would not constitute fixed investment trusts and the Investors would again not be the tax owners of the Real Estate.

For the reasons discussed below, in our view the Master Leases should be respected as true leases and not recharacterized as partnership agreements or management contracts for federal income tax purposes.

A. The Master Leases Should be Respected as True Leases

In 1939, the Supreme Court in *Helvering v. F&R Lazarus & Co.* established that tax ownership in a lease transaction is not determined by the location of title or by the nomenclature adopted by the parties to the transaction: “In the field of taxation, administrators of the laws and the courts are concerned with substance and realities, and formal written documents are not rigidly binding.” Thus, as in other areas of the tax law, substance takes priority over form. In the context of a lease, the fundamental issue is whether, taking into account all the facts and circumstances, the lessor has sufficient benefits and burdens of ownership to be respected as the owner of the leased property for tax purposes, or whether the lessor is in substance a conditional seller, a lender, a holder of an option, some other type of participant in the transaction, or perhaps an accommodation party rather than a real party in interest in the transaction. *Helvering v. F&R Lazarus & Co.*, 308 U.S. 252, 255 (1939) (lessee is tax owner).

In 1978, the Supreme Court revisited the true lease issue in *Frank Lyon Company v. Commissioner*: “we hold that where, as here, there is a genuine multiple-party transaction with economic substance which is compelled or encouraged by business or regulatory realities, is imbued with tax-independent considerations, and is not shaped solely by tax-avoidance features that have meaningless labels attached, the Government should honor the allocation of rights and duties effectuated by the parties. Expressed another way, so long as the lessor retains significant and genuine attributes of the traditional lessor status, the form of the transaction adopted by the parties governs for tax purposes.” *Frank Lyon Company v. Commissioner*, 435 U.S. 561, 583-84 (1978) (lessor is tax owner).

Both before and after the Supreme Court decisions, the IRS and the courts have considered the true lease issue. It is fair to conclude from the various cases and rulings that the principal aspect of a true lease for tax purposes is the availability to the lessor of a substantial anticipated residual value at the end of the lease term in underlying property in which the lessor has made a substantial equity investment, the enjoyment of which is subject to market forces and conditions, and the opportunity of the lessor, by realizing such residual value, to achieve a substantial economic profit from the lease transaction apart from the value of tax benefits. *See generally*, Michael G. Robinson and William A. Macan IV, “Tax Considerations”, Chapter 3 of Ian Shrank and Arnold G. Gough, Jr. (eds), *Equipment Leasing - Leveraged Leasing* (5th ed. 2014); *see also*, Rev. Proc. 2001-28, 2001-1 C.B. 1156 (IRS advance ruling guidelines for leveraged lease transactions).

The Master Leases are styled as lease. The Master Leases grant the right to possession and use of the Real Estate to the Master Tenants for a term of years. The Operating Trusts have lessor remedies such as repossession of the Real Estate in the case of an uncured event of default. The Sponsor has represented that each Operating Trust has made or will make a substantial equity investment in its Property (as applicable), reasonably expects the improvements included in such

Property to have a substantial remaining economic useful life and residual value at the end of its respective Master Lease term (assuming exercise of all renewal options), and reasonably expects to realize a substantial economic profit from its respective Master Lease and subsequent further leasing and/or disposition of the Real Estate net of the Disposition Fee (as defined below) and apart from the value of tax benefits and none of the Master Tenants, subtenants or any party related to the Master Tenants or any Subtenant holds any option to acquire the Real Estate.

Accordingly, in our view the Master Leases should be respected as true leases for federal income tax purposes, with the result that the Master Tenants should not be treated as the owners of their respective Property for tax purposes.

B. The Master Leases Should Not be Recharacterized as Partnership Agreements

The term “partnership” is defined in Code Sections 7701(a)(2) and 761(a) to include a syndicate, group, pool, joint venture, or other unincorporated organization through or by means of which any business, financial operation, or venture is carried on, and which is not properly classified for tax purposes as a corporation, trust, or estate. After promulgation of the so-called “check-the-box” Regulations, the substance of any business arrangement involving two or more participants must be examined to determine whether it rises to the level of an organization that is recognized as an entity separate from the participants for tax purposes. *See also*, Treasury Regulation Section 301.7701-2(c)(1) (the term “partnership” means a business entity that is not a corporation and that has at least two members).

An organization need not be an entity under applicable non-tax law to constitute a business entity in a tax sense. Thus, an economic relationship governed by a contract that does not create a juridical entity under local law, such as the relationships created by the Master Leases, may constitute an organization that rises to the level of an entity for purposes of the check-the-box Regulations. Under the check-the-box Regulations, a contractual arrangement will create a separate entity for federal income tax purposes and will constitute a business entity potentially classifiable as a partnership for tax purposes “if the participants carry on a trade, business, financial operation, or venture and divide the profits therefrom.” Treasury Regulation Sections 301.7701-1(a)(1), (2), -2(a).

In the case of the Master Leases, the Additional and Bonus Rent are measured by percentages of the gross revenues of the Master Tenants above specified thresholds. In addition, Rent under the Master Leases varies with the level of Uncontrollable Expenses. These features raise the question of whether the Operating Trusts and the Master Tenants are partners in a partnership for Federal income tax purposes.

Insofar as the Operating Trusts’ participation in the results of operation of the Real Estate is concerned, the Sponsor has represented that the Rent payable under each Master Lease constitutes fair market value rent for the Real Estate. Uncontrollable Expenses are not of sufficient magnitude, alone or in combination with other factors, to transmute the Master Leases from true leases into partnership agreements in disguise in a tax sense.

Be that as it may, the Master Leases are styled as leases of property, the Master Leases grant to the Master Tenants the right to possession and use of the Real Estate for a term of years, which is the classic indicia of a lease, and the Operating Trusts have lessor remedies such as repossession of the Real Estate in the case of an uncured event of default thereunder by the Master Tenants. The Sponsor has represented that each Master Tenant is reasonably capitalized, is acting as a principal for its own account in leasing its respective Property from the applicable Operating Trust and subleasing its respective Property to subtenants, and may reasonably be expected to realize a commercially reasonable profit from its lease and sublease of its respective Property. The Master Tenants have not contributed and will not contribute capital to joint ventures with the Operating Trusts (Rent not in our view being fairly characterized as contributed capital), the Master Tenants do and will not share in any losses of the Operating Trusts, Rent is payable to the Operating Trusts even if the Master Tenants are operating at a loss, the Operating Trusts do and will not share in the management of the Real Estate during the term of the Master Leases, and the Master Tenants are not and will not be held out to taxing authorities or third parties as partners with the Operating Trusts. In addition, the Sponsor has represented that the Operating Trusts and Master Tenants intend that the Master Leases constitute true leases and not partnerships or joint ventures. Moreover, the Master Leases expressly provide that the parties thereto agree that the Master Leases are true leases and not partnerships or joint ventures.

We also note that under Code Section 7701(e)(2), dealing with the inverse situation of potential re-characterization of a partnership agreement as a disguised lease, a partnership agreement is treated as a lease for tax purposes if the arrangement is properly treated as a lease agreement, taking into account all relevant factors including whether the potential lessee is in physical possession of the underlying property, whether the potential lessee controls the underlying property, and whether payments by the potential lessee to the potential lessor do not substantially exceed the fair rental value of the underlying property for the term of the arrangement. In the case of the Master Leases, the Master Tenants have the right to possession of the Real Estate, the Master Tenants control the Real Estate, and the Rent does not substantially exceed fair market rent.

On balance, we believe that the Operating Trusts and the Master Tenants have separate profit motives rather than joint proprietary interests in profits, that the Operating Trusts derive their profits in their capacity as the lessors of the Real Estate whereas the Master Tenants derive their profits in its capacity as lessee and sublessor of the Real Estate, and that the Master Tenants are not engaged in carrying on trades or businesses in partnership with the Operating Trusts with a view to dividing the profits therefrom within the meaning of the check-the-box Regulations. Accordingly, in our judgment the Master Leases should not be re-characterized as partnership agreements for federal income tax purposes, and the Operating Trusts and the Master Tenants should not be characterized as partners (or as co-owners of the Real Estate) for federal income tax purposes. *See generally*, William S. McKee, William F. Nelson, Robert L. Whitmire, Gary R. Huffman and James P. Whitmire, *Federal Taxation of Partnerships and Partners* (5th ed. 2025), at para. 3.02, 3.04, 3.05; *see also*, *Commissioner v. Tower*, 327 U.S. 280 (1946); *Commissioner v. Culbertson* 337 U.S. 733 (1949); *Luna v. Commissioner*, 42 T.C. 1067 (1964); *Bussing v. Commissioner*, 88 T.C. 449 (1987), *supplemental opinion*, 89 T.C. 1050 (1987).

C. The Master Leases Should Not be Recharacterized as Management Contracts

If the Master Tenants were recharacterized for tax purposes as managers of the Real Estate hired by the Operating Trusts, then the Operating Trusts could be treated as being engaged in active real estate businesses and not as mere passive investors in real estate subject to long-term net leases. In that event, the Operating Trusts would be classified as corporations or partnerships rather than trusts for tax purposes, and the Interests would not be treated as real property potentially eligible for like-kind exchange treatment under Code Section 1031.

The Operating Trusts have granted to the Master Tenants the right to possession and use of the Real Estate for a term of years. The Sponsor has represented that the Rent payable under the Master Leases constitute fair market value rent. Having ceded the right to possession and use of the Real Estate to the Master Tenants pursuant to the Master Leases, the Operating Trusts and their Trustees do not control or have the right to control the day-to-day operations of the Real Estate. Rather, the operations of the Real Estate, including the maintenance thereof, and the collection of rents from tenants, will be handled by the Property Manager under the Property Management Agreements. The Master Tenants and not the Operating Trusts will be parties to the Property Management Agreements, and so the Master Tenants and not the Operating Trusts have hired an agent or independent contractor to utilize the Real Estate on their behalf to run commercial leasing businesses. In addition, and consistent with the foregoing, the Sponsor has represented that the Operating Trusts and Master Tenants intend that the Master Leases constitute true leases and not managements, agencies, or nominee agreements. And the parties thereto have expressly agreed therein that the Master Leases are true lease and not management agreements. In addition, the Sponsor has represented that each Master Tenant is reasonably capitalized, is acting as a principal for its own account and may reasonably be expected to realize a commercially reasonable profit from its lease and sublease of its respective Property.

Accordingly, in our view, the Master Leases should be respected as true leases and not recharacterized as managements, agencies, or nominee agreements, and the Master Tenants should not be disregarded, for federal income tax purposes. *See, e.g. Meagher v. Commissioner*, 36 T.C.M. 1091 (1977) (management contract respected as such and not recharacterized as lease); *McNabb v. Commissioner*, 47 AFTR 2d 81-513 (W.D. Wash. 1980) (agreement constituted lease rather than management contract); *Amerco v. Commissioner*, 82 T.C. 654 (1984) (leases respected as such and not recharacterized as agency agreements). *See also*, Code Section 7701(e)(1) (a contract which purports to be a service contract shall be treated as a lease of property if such contract is properly treated as a lease of property taking into account all relevant facts including physical possession of the property, control of the property, and the relationship of the contract price to the rental value of the property).

4. Classification of the Trusts as “Grantor Trusts” for Federal Income Tax Purposes.

Under Code Section 671 *et seq.*, where a grantor is treated as the owner of any portion of a trust (commonly referred to as a “grantor trust”), the grantor takes into account for federal income tax purposes the income and deductions which are attributable to that portion of the trust. A grantor trust includes an organization that is properly classified as a trust for federal income tax purposes

if the income of the organization may be distributed or held or accumulated for future distribution to the grantor in the discretion of the grantor or a nonadverse party or without the approval or consent of an adverse party. For this purpose, an adverse party is any person having a substantial beneficial interest in the trust which would be adversely affected by the exercise or nonexercise of a power which he possesses respecting the trust. A nonadverse party is any person who is not an adverse party.

A grantor includes any person to the extent such person either creates a trust, or directly or indirectly makes a gratuitous transfer of property to a trust. A grantor also includes any person who acquires any interest in a trust from a grantor of the trust if the interest acquired is an interest in an investment trust. Treasury Regulation Section 1.671-2(e)(1), (3).

Under Section 3805(a) of the Delaware Statutory Trust Act and the Trust Agreements, the owners of the Operating Trusts have undivided beneficial interests in the Real Estate for non-tax purposes. Section 2.04 of the Trust Agreements provide that the Investor shall be treated for federal income tax purposes as the owner of a direct ownership interest in the Real Estate and other Trust Property and the Investor agrees to report its Interest in a manner consistent with the foregoing and otherwise not to take any action that would be inconsistent with the foregoing. Section 4.02 of the Trust Agreements requires the Signatory Trustees to distribute all available cash of the Trusts to the owner of the Trusts in accordance with their respective percentage interests in the Trusts. Section 5.01(c) of the Trust Agreements provides at all times that ownership interests in the Parent Trust are held by one or more persons in addition to the original beneficiaries of the Parent Trust, the Trusts shall constitute grantor trusts for federal income tax purposes. The Trusts are grantor trusts because their income is distributed or held for distribution to their owners without the consent or approval of an adverse party. Code Section 677.

5. Treatment of the Investors as Directly Holding Interests in the Real Estate for Federal Income Tax Purposes.

Section 671 of the Code provides that where a grantor is treated as the owner of any portion of a trust, there shall then be included in computing the taxable income of the grantor those items of income and deductions of the trust which are attributable to that portion of the trust to the extent that such items would be taken into account in computing taxable income of an individual. Under Code Section 671 a grantor includes in computing his taxable income those items of income and deductions which are attributable to or included in any portion of a trust of which he is treated as the owner. An item of income or deduction included in computing the taxable income of a grantor under Code Section 671 is treated for federal income tax purposes as if it had been received or paid directly by the grantor. Treasury Regulation Section 1.671-2(a), (c).

In Revenue Ruling 2004-86, the IRS held that a person who is treated as the grantor of a grantor trust is considered to own its proportionate share of the assets of the trust for federal income tax purposes. Revenue Ruling 2004-86 went on to hold that an owner of a grantor trust that holds real property is considered to be the owner of a fractional interest in the real property and that, accordingly, real property can be exchanged for an interest in such a grantor trust without the recognition of gain or loss so long as the other requirements of Code Section 1031 are satisfied.

As indicated above, upon the issuance of the Interests to the Investors, the Trusts will satisfy the tax law requirements for qualification as investment trusts and grantor trusts, and thus the owners of the Trusts should be treated for federal income tax purposes as owning direct interests in the property held by the Trusts. Accordingly, the Investors should be treated as owning direct interests in the Real Estate for purposes of Code Section 1031.

6. The Dispositions Fee and the Property Management Fee.

If the Disposition Fee and the Property Management Fee were to be recharacterized for federal income tax purposes as creating a partnership between the Managers and the Trusts in respect of the ownership of the Real Estate, then an acquisition of an Interest in the Parent Trust by an Investor would not qualify as replacement property for purposes of the like-kind exchange provisions of Code Section 1031. If the Disposition Fee and the Property Management Fee were recharacterized for federal income tax purposes as conveying to the Managers an ownership interest in the Real Estate as a tenant-in-common with the Operating Trusts, then the real property deemed owned by the Investors as grantors of the Parent Trust for purposes of Code Section 1031 would be proportionately reduced.

The Asset Manager is entitled to the Disposition Fee. The Disposition Fee is equal to 2% of the of the gross sales price of the Real Estate and may not in combination with any brokerage commissions exceed 3% thereof.

In our view the Asset Manager should not be viewed as engaged in carrying on a trade or business in partnership with the Trusts with a view to dividing the profits therefrom within the meaning of the check-the-box Regulations discussed above. The Asset Management Agreement is styled as a management agreement. The Asset Management Agreement provides that the Parent Trust has hired the Asset Manager as an independent contractor. The Asset Management Agreement is terminable at any time by either party without cause. The Asset Management Agreement provides that the Disposition Fee is compensation for the agreement of the Asset Manager to assist the Trusts in disposing of the Real Estate as the Trusts may reasonably request. Accordingly, the Disposition Fee is a fee for services rendered or to be rendered, or for the Asset Manager's agreement to stand ready to provide disposition services if reasonably requested to do so by the Trusts, rather than simply a share of the residual value of the Real Estate. Moreover, the Disposition Fee is a percentage of the gross sales price of the Real Estate rather than a percentage of the Trusts' taxable gain or net economic profit on a sale of the Real Estate, and although any third party broker costs are in addition to the Disposition Fee, the Disposition Fee and brokerage fee cannot exceed 3% of the gross sales price of the Real Estate. The Sponsor has represented that the Disposition Fee and the Property Management Fee is fair market value compensation for the services to be performed. The Asset Manager has a separate rather than a joint interest in profiting from the Real Estate, has not contributed capital to a joint venture with the Trusts, does not share in any losses of the Trust, and is not held out to taxing authorities or third parties as a partner of the Trust. Accordingly, in our judgment the Asset Manager is not properly characterized for federal income tax purposes as standing in a partner to partner relationship with the Trusts notwithstanding the Asset Manager's affiliation with the Signatory Trustees, the Master Tenants and the Property Manager or any other factor.

The Property Manager is entitled to the Property Management Fee. The Property Management Fee is equal to \$3,000 or an amount equal to six percent (6%) of the monthly Gross Revenue under each Property Management Agreement, whichever is greater.

In our view the Property Manager should not be viewed as engaged in carrying on a trade or business in partnership with the Master Tenant with a view to dividing the profits therefrom within the meaning of the check-the-box Regulations discussed above. The Property Management Agreements are styled as management agreements. The Master Tenants hired the Property Manager to manage and operate the Real Estate and to provide leasing strategy and engage in leasing activities with respect to the Real Estate. The Property Management Agreements provide that the Master Tenants have hired the Property Manager as an independent contractor. The Property Management Agreements are terminable by the Master Tenants at any time without cause. The Property Management Fee is measured by gross revenue of the Master Tenants from operation of the Real Estate, and the Sponsor has represented that the Property Management Fee is fair market value compensation for the services to be rendered. Moreover, the Property Manager has a separate rather than a joint interest with the Master Tenant in profiting from the operation of the Real Estate, has not contributed capital to a joint venture with the Master Tenant, does not share in any losses of the Master Tenant, and is not held out to taxing authorities or third parties as a partner of the Master Tenant. Accordingly, in our judgment the Property Manager is not properly characterized for federal income tax purposes as standing in a partner to partner relationship with the Master Tenant.

Moreover, even if the Property Manager were properly characterized for federal income tax purposes as standing in a partner to partner relationship with the Master Tenant, such a partnership relationship would not transmute the Trusts into partnerships and cause an acquisition of the Interests in the Parent Trust to fail to qualify as replacement property for purposes of the like-kind exchange provisions of Code Section 1031. Although the Property Manager shares in the results of operation of the Real Estate through the Property Management Fee, those fees are for services rendered to the Master Tenant with respect to the management, operation and leasing of the Real Estate and the Property Manager has no interest in the residual value of the Real Estate.

Nor in our view should the Disposition Fee and the Property Management Fee be characterized as granting to the Asset Manager and/or the Property Manager an undivided interest in the Real Estate as a tenant in common with the Trusts. The Operating Trusts hold title to the Real Estate. No document denominated as a tenancy in common or similar agreement exists between the Operating Trusts (or the Operating Trustees) and the Asset Manager or the Property Manager.

Accordingly, the Disposition Fee and the Property Management Fee should not result in the creation of a partnership or a tenancy in common between the Asset Manager and the Operating Trusts, between the Property Manager and the Operating Trusts, or among the Asset Manager, the Property Manager and the Operating Trusts for federal income tax purposes.

CONCLUSION

Based on the facts and the authorities discussed above, we conclude that the acquisition of the Interests by the Investors should be treated as the direct acquisition of interests in the Real Estate for purposes of Code Section 1031.

This Opinion is given in reliance upon the accuracy and completeness of the documents, facts, assumptions and representations described herein. Any misstatement or any change of a material fact referred to or omission of any material fact may require an adverse modification of all or a part of our Opinion.

This Opinion is based on existing federal law, including judicial decisions, applicable Treasury Regulations, and current published administrative positions of the IRS, all of which are subject to change either prospectively or retroactively. We assume no responsibility to inform the addressee or any Investor of any future change in the law. Although this Opinion represents our considered legal judgment, it has no binding effect and, therefore, there can be no assurance that the IRS will not be able to successfully challenge the conclusions reached herein. This Opinion is delivered subject to this understanding and agreement. Finally, this Opinion is intended solely for the use of the Investors and may not be shown to or relied upon by any other party without our express written approval.

Very truly yours,



SEYFARTH SHAW LLP

SRM/MPL

EXHIBIT C

Financial Forecast

THE FINANCIAL FORECAST CONTAINED HEREIN SHOULD NOT BE CONSTRUED AS A PREDICTION OF THE ACTUAL OPERATING RESULTS OF THE PROPERTIES OR THE ACTUAL RESULTS OF INVESTING IN THE INTERESTS. THE FINANCIAL FORECAST IS INTENDED MERELY TO ILLUSTRATE THE POTENTIAL RESULTS THAT THE PROPERTIES MIGHT ACHIEVE IF THE ACCOMPANYING ASSUMPTIONS ARE ACHIEVED. WHILE THE SPONSOR BELIEVES THAT THE ASSUMPTIONS ARE REASONABLE, THEY ARE NECESSARILY SPECULATIVE AND SUBJECT TO MANY UNCERTAINTIES AND RISKS. IT IS LIKELY THAT FUTURE EVENTS AND CONDITIONS WILL BE DIFFERENT FROM THOSE ASSUMED AND THAT ACTUAL RESULTS WILL BE DIFFERENT FROM THOSE ILLUSTRATED, AND THOSE DIFFERENCES MAY BE MATERIAL.

THE FORWARD-LOOKING STATEMENTS CONTAINED IN THIS MEMORANDUM, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING FUTURE EVENTS, ACTIVITIES, OCCURRENCES OR PERFORMANCES, ARE INTENDED MERELY AS ESTIMATES, TARGETS, PREDICTIONS OR BELIEFS REGARDING THESE FUTURE EVENTS, ACTIVITIES, OCCURRENCES OR PERFORMANCES, UNLESS EXPRESSLY STATED OTHERWISE. FOR VARIOUS REASONS, INCLUDING THOSE SET FORTH IN THE “RISK FACTORS” SECTION OF THIS MEMORANDUM, THERE CAN BE NO ASSURANCE THAT THE ACTUAL EVENTS WILL CORRESPOND WITH THESE FORWARD-LOOKING STATEMENTS OR THAT FACTORS BEYOND THE CONTROL OF THE PARENT TRUST WILL NOT AFFECT THE ASSUMPTIONS ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED. THEREFORE, THE ILLUSTRATIVE VALUE OF THESE FORWARD-LOOKING STATEMENTS FOUND IN THIS MEMORANDUM SHOULD NOT, UNDER ANY CIRCUMSTANCES, BE CONSIDERED A GUARANTEE THAT SUCH FUTURE EVENTS, ACTIVITIES, OCCURRENCES OR PERFORMANCES WILL TAKE PLACE.

THE FINANCIAL FORECAST WAS COMPILED BY THE SPONSOR AND REPRESENT THE SPONSOR’S BEST ESTIMATE OF THE EXPECTED PERFORMANCE OF THE PROPERTIES. THE FINANCIAL FORECAST WAS NOT EXAMINED OR OTHERWISE PASSED UPON BY THE SPONSOR’S LEGAL COUNSEL.

PROSPECTIVE INVESTORS SHOULD SEEK THE ADVICE OF THEIR OWN INDEPENDENT LEGAL AND TAX ADVISERS WITH RESPECT TO AN INVESTMENT IN THE PROPERTIES AND THE PROSPECTIVE RISKS AND REWARDS THEREFROM.

Net Operating Income (CalendarYear) Blue Door Property III, DST Dallas - Orlando - Phoenix							
Year Ending	YEAR 1 Apr-25	YEAR 2 Apr-26	YEAR 3 Apr-27	YEAR 4 Apr-28	YEAR 5 Apr-29	YEAR 6 Apr-30	YEAR 7 Apr-31
Gross Potential Rent	4,055,817	4,200,154	4,326,158	4,455,943	4,589,621	4,727,310	4,869,129
<i>Market Rent Growth</i>		3.6%	3.0%	3.0%	3.0%	3.0%	3.0%
Economic Variances							
Vacancy	(336,367)	(336,012)	(346,093)	(356,475)	(367,170)	(378,185)	(389,530)
Discounts	(111,583)	(115,924)	(119,402)	(122,984)	(126,674)	(130,474)	(134,388)
Concessions	(126,275)	(131,188)	(135,123)	(139,177)	(143,352)	(147,653)	(152,082)
Bad Debt & DTM	(105,436)	(103,302)	(103,388)	(104,007)	(107,127)	(110,341)	(113,651)
Total Economic Variances	(679,662)	(686,427)	(704,006)	(722,643)	(744,322)	(766,652)	(789,652)
<i>Assumed Economic Vacancy</i>	-16.8%	-16.3%	-16.3%	-16.2%	-16.2%	-16.2%	-16.2%
Total Other Income	227,191	228,335	225,496	228,489	235,344	242,404	249,676
Effective Gross Income	3,603,346	3,742,062	3,847,648	3,961,789	4,080,642	4,203,062	4,329,154
Expenses							
Personnel	236,226	240,950	245,769	250,685	255,698	260,812	266,029
Advertising & Marketing	130,044	118,495	122,050	125,712	129,483	133,368	137,369
Repairs & Maintenance	69,629	70,961	72,321	73,707	75,121	76,564	78,035
Administrative	64,029	66,310	68,099	70,019	72,015	74,068	76,181
Professional	27,540	28,091	28,653	29,226	29,810	30,406	31,015
Computer & Office	47,289	37,060	37,939	38,866	39,822	40,802	41,808
Cost of Good Sold	21,091	6,085	6,268	6,456	6,650	6,849	7,054
Property Management Fee	216,514	224,849	231,194	238,053	245,194	252,550	260,127
Total Controllable Expenses	812,361	792,802	812,293	832,723	853,793	875,419	897,616
<i>Assumed Controllable Expense Growth</i>		-2.4%	2.5%	2.5%	2.5%	2.5%	2.5%
Utilities	93,626	95,498	97,408	99,356	101,343	103,370	105,438
Telephone / Internet	19,800	20,196	20,600	21,012	21,432	21,861	22,298
Insurance	136,937	139,676	142,469	145,319	148,225	151,190	154,214
Real Estate Taxes	346,952	390,842	413,582	437,649	463,119	477,012	491,323
Total Uncontrollable Expenses	597,315	646,212	674,060	703,336	734,119	753,433	773,272
<i>Assumed Uncontrollable Expense Growth</i>		8.2%	4.3%	4.3%	4.4%	2.6%	2.6%
Total Expenses	1,409,676	1,439,014	1,486,353	1,536,059	1,587,912	1,628,852	1,670,888
Net Operating Income	2,193,671	2,303,048	2,361,296	2,425,730	2,492,730	2,574,210	2,658,266

Forecasted Cash Flow Statement
Blue Door Property III, DST
Dallas - Orlando - Phoenix

Year Ending	YEAR 1 Apr-25	YEAR 2 Apr-26	YEAR 3 Apr-27	YEAR 4 Apr-28	YEAR 5 Apr-29	YEAR 6 Apr-30	YEAR 7 Apr-31
Effective Gross Income	3,603,346	3,742,062	3,847,648	3,961,789	4,080,642	4,203,062	4,329,154
Operating Expenses	(1,409,676)	(1,439,014)	(1,486,353)	(1,536,059)	(1,587,912)	(1,628,852)	(1,670,888)
Net Operating Income	2,193,671	2,303,048	2,361,296	2,425,730	2,492,730	2,574,210	2,658,266
Annual Base Rent*	(1,209,568)	(1,209,568)	(1,209,568)	(1,209,568)	(1,209,568)	(1,209,568)	(1,209,568)
Cash Flow After Base Rent	984,103	1,093,480	1,151,728	1,216,162	1,283,162	1,364,642	1,448,698
<i>(up to Bonus Rent)</i>							
Asset Management Fee	-	-	-	-	-	-	-
Asset Management Fee Deferral	-	-	-	-	-	-	-
Property Management Fee Deferral	184,037	146,152	115,597	83,318	36,779	-	-
Additional Rent Adjusted Cash Flow	1,168,140	1,239,632	1,247,325	1,249,481	1,259,941	1,264,642	1,333,698
<i>(Distributions, paid monthly)</i>							
Additional Rent Cap	1,167,799	1,238,911	1,238,911	1,238,911	1,238,911	1,238,911	1,238,911
Bonus Rent	341	720	8,413	10,569	21,030	25,730	94,787
<i>(In excess of Base & Additional Rent)</i>							
Master Tenant Share - 20%	(68)	(144)	(1,683)	(2,114)	(4,206)	(5,146)	(18,957)
Investor Return							
Additional Rent	1,167,799	1,238,911	1,238,911	1,238,911	1,238,911	1,238,911	1,238,911
Base Rent	1,209,568	1,209,568	1,209,568	1,209,568	1,209,568	1,209,568	1,209,568
Bonus Rent	272	576	6,731	8,455	16,824	20,584	75,829
Total Distribution	2,377,639	2,449,056	2,455,210	2,456,935	2,465,303	2,469,064	2,524,309
Trustee Fee	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)
Total Net Distribution	2,347,639	2,419,056	2,425,210	2,426,935	2,435,303	2,439,064	2,494,309
Return on Equity Analysis - Base Case							
Monthly Cash Distributions	4.00%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
Annual Bonus Rent Distributions	0.00%	0.00%	0.02%	0.03%	0.06%	0.07%	0.27%
Principal Amortization Percentage	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Estimated Return on Equity	4.00%	4.25%	4.27%	4.28%	4.31%	4.32%	4.52%

Forecast of Taxable Income (Calendar)
Blue Door Property III, DST
Dallas - Orlando - Phoenix

Tax Analysis for Non-1031 Investor ⁽¹⁾

Year Ending	Mar-25	Mar-26	Mar-27	Mar-28	Mar-29	Mar-30	Mar-31	Mar-32	Mar-33	Mar-34
Total Cash Flow	1,250,571	1,286,832	1,351,298	1,317,711	1,373,855	1,398,254	1,391,698	2,687,979	2,777,430	2,869,706
Principal Amortization	-	-	-	-	-	-	-	-	-	-
Reserve (Lender)	-	-	-	-	-	-	-	-	-	-
Reserve (Trust)	-	-	-	-	-	-	-	-	-	-
Total Gross Income	1,250,571	1,286,832	1,351,298	1,317,711	1,373,855	1,398,254	1,391,698	2,687,979	2,777,430	2,869,706
Initial Capital	28,444,976									
Tax Depreciation										
Building ⁽²⁾	(794,008)	(794,008)	(794,008)	(794,008)	(794,008)	(794,008)	(794,008)	(794,008)	(794,008)	(794,008)
Site ⁽²⁾⁽³⁾	(221,188)	(221,188)	(221,188)	(221,188)	(221,188)	(221,188)	(221,188)	(221,188)	(221,188)	(221,188)
Total Depreciation	(1,015,196)	(1,015,196)	(1,015,196)	(1,015,196)	(1,015,196)	(1,015,196)	(1,015,196)	(1,015,196)	(1,015,196)	(1,015,196)
Estimated Taxable Income	235,375	271,636	336,102	302,514	358,659	383,058	376,502	1,672,783	1,762,234	1,854,510
Before Tax Cash Flow	1,250,571	1,286,832	1,351,298	1,317,711	1,373,855	1,398,254	1,391,698	2,687,979	2,777,430	2,869,706
Effective Tax Rate ⁽⁴⁾	40.0%									
Income Tax	94,150	108,654	134,441	121,006	143,464	153,223	150,601	669,113	704,894	741,804
After Tax Cash Flow	1,156,421	1,178,178	1,216,857	1,196,705	1,230,392	1,245,031	1,241,097	2,018,866	2,072,537	2,127,902
After Tax Return	4.07%	4.14%	4.28%	4.21%	4.33%	4.38%	4.36%	7.10%	7.29%	7.48%
Tax Equivalent Yield ⁽¹⁾	6.78%	6.90%	7.13%	7.01%	7.21%	7.29%	7.27%	11.83%	12.14%	12.47%
Percentage Sheltered	92.5%	91.6%	90.1%	90.8%	89.6%	89.0%	89.2%	75.1%	74.6%	74.2%

1 This tax analysis only applies to Investors not seeking a tax-deferred exchange. Investors who defer taxes by investing in the Offering carry differing tax bases in their relinquished properties. Therefore, depreciation will vary for such Investors, producing different tax shelters and tax equivalent yields. Tax savings that result from the above described tax shelter would be recaptured upon sale of the Property unless the Investor chooses to participate in a subsequent tax-deferred exchange. Each prospective Investor should consult with his or her own legal, tax, accounting and financial advisors.

The Tax Equivalent Yield represents the yield required to achieve an equivalent After Tax Cash Flow on an interest-bearing investment, which has no shelter from depreciation and would be taxed at the Effective Tax Rate. The Tax Equivalent Yield (TEY) is equal to the After Tax Return (ATR) divided by one minus the Effective Tax Rate (ETR). $TEY = ATR / (1 - ETR)$

2 Allocations to building and site are derived from the Cost Approach section of the appraisal report. 75% of the property costs are allocated to the building. Additionally, straight-line, 39-year depreciation is assumed for the building and 10-year depreciation is assumed for the site.

3 Allocations to building and site are derived from the Cost Approach section of the appraisal report. 10% of the property costs are allocated to the site.

4 Assumed to be a combined federal and state income tax rate of 40%

EXHIBIT D

Prior Performance of the Sponsor and its Affiliates

(as of December 31, 2024)

Prior Performance Summary

The information presented in this section represents the historical experience of certain self-storage real estate programs sponsored by SmartStop REIT Advisors, LLC (“**SRA**”) and its affiliates. You should not assume that you will experience returns, if any, comparable to those experienced by investors in the prior real estate programs described herein. On June 28, 2019, SmartStop Self Storage REIT, Inc. (“**SmartStop**”), acquired the self-storage advisory, asset management, property management, investment management, and certain joint venture interests of Strategic Asset Management I, LLC (“**SAM**”), along with certain other assets (collectively, the “**Self Administration Transaction**”). As a result of the Self Administration Transaction, SRA, an indirect wholly owned subsidiary of SmartStop, is deemed to be an affiliate of SAM for prior performance purposes relating to prior self-storage programs.

The information in this section show relevant summary information regarding certain programs sponsored or co-sponsored by SRA or its affiliates. As described below, SRA or its affiliates have sponsored or co-sponsored public, non-traded REIT offerings and private offerings of real estate programs that in some cases have investment objectives, including particular investment types that are considerably similar to ours. Prior to the Self Administration Transaction, SAM was the sponsor of:

- SmartStop, a public non-traded REIT focused on stabilized self-storage properties, which closed its primary offering to new investors in January 2017;
- SST IV, a public non-traded REIT investing in both income-producing and growth self-storage properties;
- and SSGT II, a private REIT investing in growth self-storage properties.

Following the Self Administration Transaction, SRA became the sponsor of SST IV, until such company’s merger with and into a wholly-owned subsidiary of SmartStop on March 17, 2021, and SSGT II, until such company’s merger with and into a wholly-owned subsidiary of SmartStop on June 1, 2022.

In light of the Self Administration Transaction and the focus of SRA and its affiliates on self-storage and its related operations, we believe that only the prior performance of multiple property self-storage real estate programs sponsored by SRA and its affiliates are relevant for this Offering. SRA in the future may sponsor other private and public offerings of self-storage real estate programs. To the extent that such future offerings or programs remaining in operation share the same or similar investment objectives or acquire properties in the same or nearby markets, such programs may be in competition with the investments made by us. See the “CONFLICTS OF INTEREST” section of this Memorandum for additional information. Programs that list substantially the same investment objectives as we do in their prospectus or private offering memorandum are considered to have investment objectives similar to ours, regardless of the particular emphasis that a program places on each objective.

The information in this summary represents the historical experience of certain programs sponsored or co-sponsored by SRA or its affiliates. Unless otherwise noted, the information presented herein is as of December 31, 2024.

The Prior Performance Tables set forth information as of the dates indicated regarding the prior programs described therein that invested in self storage properties, which we deem to have similar investment objectives to us, as to: (1) experience in raising and investing funds (Table I); (2) compensation to sponsor (Table II); (3) annual operating results of prior real estate programs (Table III); (4) results of completed programs (Table IV); and (5) sale or disposals of properties by prior real estate programs (Table V). The purpose of this prior performance information is to enable you to evaluate accurately the experience of our sponsor and its affiliates with like programs.

Public Programs

The following discussion is intended to summarize briefly the objectives and performance of prior public programs with similar investment objectives and to disclose any material adverse business developments sustained by them.

SmartStop Self Storage, Inc.

Strategic Capital Holdings, LLC (“SCH”), which is controlled by the founder of SAM, sponsored one prior public program, SmartStop Self Storage, formerly known as Strategic Storage Trust, Inc., or SSTI, a public, non-traded REIT focused on investments in self-storage properties. On March 17, 2008, SmartStop Self Storage began its initial public offering of common stock. On May 22, 2008, SmartStop Self Storage satisfied the minimum offering requirements of its initial public offering and commenced formal operations. On September 16, 2011, the initial public offering was terminated, having raised gross proceeds of approximately \$289 million.

On September 22, 2011, SmartStop Self Storage commenced its follow-on public offering of stock. On April 2, 2012, SmartStop Self Storage announced that its board had approved an estimated value per share of SmartStop Self Storage’s common stock of \$10.79 based on the estimated value of SmartStop Self Storage’s assets less the estimated value of SmartStop Self Storage’s liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of December 31, 2011. Effective June 1, 2012, SmartStop Self Storage raised its offering price for shares sold in the follow-on offering from \$10.00 per share to \$10.79 per share. On September 22, 2013, the follow-on offering was terminated, having raised gross proceeds of approximately \$251 million. SmartStop Self Storage raised approximately \$541 million of gross offering proceeds from approximately 16,200 investors as of the close of its follow-on offering. On September 5, 2014, SmartStop Self Storage announced that its board of directors had approved an estimated value per share of SmartStop Self Storage’s common stock of \$10.81 based on the estimated value of SmartStop Self Storage’s assets less the estimated value of SmartStop Self Storage’s liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of June 30, 2014.

In addition to its initial public offering and follow-on offering, in September 2009, SmartStop Self Storage also issued approximately 6.2 million shares in connection with the mergers of two privately-offered REITs sponsored by affiliates of SAM and that were organized to invest primarily in self-storage properties (the “SmartStop Mergers”). SmartStop Self Storage acquired 11 properties in connection with the SmartStop Mergers. Those properties consisted of approximately 8,500 units and 1.4 million rentable square feet.

Through September 30, 2015, with a combination of debt and offering proceeds from its initial public offering and follow-on offering, SmartStop Self Storage invested approximately \$614 million in 111 properties in 17 states and Canada consisting of approximately 68,900 units and 8.8 million rentable square feet. Based on the amount invested in these properties, approximately 97% was spent on existing self-storage properties and 3% was spent on construction or redevelopment of self-storage properties. As a percentage of the aggregate purchase price, the allocation of financing proceeds for these 111 properties was 58% debt proceeds and 42% equity.

On October 1, 2015, SmartStop Self Storage and Extra Space closed on a merger transaction in which SmartStop Self Storage was acquired by Extra Space for \$13.75 per share in cash, representing an enterprise value of approximately \$1.4 billion.

Below is a summary of relevant information of the properties purchased with proceeds from SmartStop Self Storage's initial public offering and follow-on offering:

<u>State</u>	<u>No. of Properties</u>	<u>Units</u>	<u>Sq. Ft. (net)(1)</u>	<u>% of Total Rentable Sq. Ft.</u>	<u>% of Aggregate Purchase Price</u>
Alabama ⁽²⁾	2	1,135	161,900	1.8%	2.0%
Arizona	4	1,975	243,900	2.8%	1.5%
California ⁽²⁾	7	5,140	581,900	6.6%	11.5%
Florida	9	6,170	668,500	7.6%	9.0%
Georgia	22	12,990	1,708,900	19.4%	17.7%
Illinois ⁽³⁾	4	2,455	394,000	4.5%	2.2%
Kentucky	5	2,870	415,700	4.7%	3.2%
Mississippi	3	1,495	224,300	2.6%	2.2%
Nevada	6	4,015	551,100	6.3%	5.0%
New Jersey	6	4,660	445,400	5.1%	8.7%
New York	1	700	82,800	0.9%	0.8%
North Carolina	3	1,560	207,600	2.4%	1.5%
Ontario, Canada ⁽⁴⁾	4	3,695	411,600	4.7%	4.9%
Pennsylvania	4	2,210	285,700	3.2%	1.8%
South Carolina	12	6,765	931,800	10.6%	10.3%
Tennessee	3	1,840	254,600	2.9%	4.5%
Texas	11	5,960	875,100	10.0%	8.6%
Virginia	5	3,280	343,900	3.9%	4.6%
Total	111⁽⁵⁾	68,915	8,788,700	100%	100%

- (1) Includes all rentable square feet consisting of storage spaces, parking and commercial office units.
- (2) Does not include properties in which SmartStop Self Storage owned a minority interest, including the interests owned in the San Francisco Self Storage DST property, Montgomery County Self Storage, DST properties and the Hawthorne property.
- (3) Includes approximately 85,000 rentable square feet of industrial warehouse/office space at the Chicago – Ogden Ave. property.
- (4) All of these Canadian properties were located within the Greater Toronto metropolitan area.
- (5) Excludes the 11 properties acquired in connection with the SmartStop Mergers consisting of approximately 8,500 units and 1.4 million rentable square feet and properties acquired during 2014 with proceeds from sources other than the initial public offering and follow-on offering.

SmartStop Self Storage REIT, Inc. ("SmartStop")

Prior to the closing of the Self Administration Transaction, SAM served as the sponsor of SmartStop, formerly known as Strategic Storage Trust II, Inc., or SST II, another non-traded REIT focused on investments in self

storage properties that was registered to sell up to \$1.095 billion of its shares in a public offering. SRA is an indirect wholly owned subsidiary of SmartStop. On January 10, 2014, SmartStop's public offering was declared effective. On May 23, 2014, SmartStop reached its minimum offering amount of \$1.5 million in sales of shares and SmartStop commenced operations. On April 8, 2016, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$10.09 for both Class A shares and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of December 31, 2015. As a result, effective April 14, 2016, SmartStop raised the offering price for Class A shares sold in its primary offering from \$10.00 per share to \$11.21 per share and the offering price for Class T shares sold in its primary offering from \$9.47 per share to \$10.62 per share. In addition, effective April 21, 2016, the price per share for shares sold pursuant to SmartStop's distribution reinvestment plan increased from \$9.50 per share to \$10.09 per share for both Class A and Class T shares.

On January 9, 2017, SmartStop closed its primary offering to new investors. SmartStop sold approximately \$493 million in Class A shares and approximately \$73 million in Class T shares pursuant to its public offering and had a total of approximately 13,000 investors.

On April 13, 2017, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$10.22 for both Class A shares and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of December 31, 2016. As a result, effective in May 2017, the price per share for shares sold pursuant to SmartStop's distribution reinvestment plan increased from \$10.09 per share to \$10.22 per share for both Class A and Class T shares. On April 19, 2018, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$10.65 for both Class A shares and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of December 31, 2017. As a result, effective in May 2018, the price per share for shares sold pursuant to SmartStop's distribution reinvestment plan increased from \$10.22 per share to \$10.65 per share for both Class A and Class T shares. On June 26, 2019, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$10.66 for both Class A shares and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of March 31, 2019. As a result, effective in July 2019, the price per share for shares sold pursuant to SmartStop's distribution reinvestment plan increased from \$10.65 per share to \$10.66 per share for both Class A and Class T shares. On April 20, 2020, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$10.40 for both Class A shares and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of December 31, 2019. As a result, effective in May 2020, the price per share for shares sold pursuant to SmartStop's distribution reinvestment plan decreased from \$10.66 per share to \$10.40 per share for both Class A and Class T shares. On October 19, 2021, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$15.08 for both Class A shares and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of June 30, 2021. As a result, effective in November 2021, the price per share for shares sold pursuant to SmartStop's distribution reinvestment plan increased from \$10.40 per share to \$15.08 per share for both Class A and Class T shares. On December 6, 2022, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$15.21 for both Class A shares and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of September 30, 2022. In March 2023, SmartStop's board of directors approved the reinstatement of the distribution reinvestment plan, which had been suspended since April 15, 2022, and approved the price per share for shares sold pursuant to SmartStop's distribution reinvestment plan at \$15.21 per share for both Class A and Class T shares. On January 15, 2024, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$15.25 for both Class A shares and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of September 30, 2023. As a result, effective in February 2024, the price per share for shares sold pursuant to SmartStop's distribution reinvestment plan increased from \$15.21 per share to \$15.25 per share for both Class A and Class T shares. On March 12, 2025, SmartStop's board of directors approved an estimated value per share of SmartStop's common stock of \$14.50 for both Class A shares

and Class T shares based on the estimated value of SmartStop's assets less the estimated value of SmartStop's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of June 30, 2024. SmartStop effected a one-for-four reverse stock split of its outstanding shares of common stock on March 20, 2025. In addition, SmartStop also effected a corresponding reverse split of its operating partnership's OP units. As a result of the reverse stock and OP unit splits, every four shares of SmartStop's common stock and every four OP units were automatically changed into one issued and outstanding share of common stock or OP unit, as applicable, rounded to the nearest 1/1000th share or OP unit. The reverse stock and OP unit splits impacted all classes of common stock and OP units proportionately and had no impact on any stockholder's or limited partner's percentage ownership of all issued and outstanding common stock or OP units. On April 3, 2025, SmartStop closed a registered underwritten public offering of 31,050,000 shares of common stock at \$30.00 per share, pursuant to a registration statement on Form S-11 under the Securities Act. The 31,050,000 shares of common stock sold in this offering was inclusive of the underwriters' over-allotment option of 4,050,000 shares of common stock, which was exercised in full. These shares of common stock began trading on the NYSE under the symbol "SMA" on April 1, 2025. On October 1, 2025, pursuant to its charter, the Class A and Class T shares automatically converted into the listed undesignated common stock. No amounts in this prior performance section have been updated to reflect the impact of the reverse stock and OP unit splits, the underwritten public offering or the trading of the common stock on the NYSE.

On October 29, 2019, SmartStop entered into a preferred stock purchase agreement with an affiliate of Extra Space, pursuant to which Extra Space committed to purchase up to \$200 million in shares of SmartStop's Series A Convertible Preferred Stock (the "**SmartStop Preferred Stock**"), in one or more closings. The initial closing in the amount of \$150 million occurred on October 29, 2019. Pursuant to the preferred stock purchase agreement, Extra Space committed to purchase up to an additional \$50 million, at SmartStop's option, which SmartStop subsequently exercised. Accordingly, on October 26, 2020, Extra Space purchased the remaining \$50 million in shares of SmartStop Preferred Stock.

As noted below in "Strategic Storage Growth Trust, Inc.," on January 24, 2019, SmartStop acquired SSGT in a merger whereby SSGT merged with and into a wholly-owned subsidiary of SmartStop in exchange for merger consideration equal to \$12.00 per share cash for each share of SSGT common stock, representing a total purchase price of approximately \$350 million (which includes assumption of SSGT debt and net liabilities) (the "SSGT Merger"). Accordingly, as of January 24, 2019, SmartStop became the owner of all of the properties previously owned by SSGT. On July 11, 2019, SmartStop acquired a property that was previously under contract with SSGT.

As noted below in "Strategic Storage Trust IV, Inc.," on March 17, 2021, SmartStop acquired SST IV in a merger whereby SST IV merged with and into a wholly-owned subsidiary of SmartStop in which stockholders of SST IV received 2.1875 shares of SmartStop's Class A common stock for each share of common stock of SST IV. Accordingly, as of March 17, 2021, SmartStop became the owner of all of the properties previously owned by SST IV.

As noted below in "Strategic Storage Growth Trust II, Inc.," on June 1, 2022, SmartStop acquired SSGT II in a merger whereby SSGT II merged with and into a wholly-owned subsidiary of SmartStop in which stockholders of SSGT II received 0.9118 shares of SmartStop's Class A common stock for each share of common stock of SSGT II. Accordingly, as of June 1, 2022, SmartStop became the owner of all of the properties previously owned by SSGT II. As of December 31, 2024, SmartStop had not effectuated a liquidity event and is still within the time period specified in its prospectus for such an event.

Through December 31, 2024, SmartStop had used the offering proceeds from its public offering, combined with debt, to invest approximately \$848 million in 84 self storage properties located in 15 states and Ontario, Canada, comprising approximately 52,080 units and approximately 6.1 million rentable square feet. Based on the amount invested in these properties, approximately 4% was spent on new self storage properties, 95% was spent on existing self storage properties and 1% was spent on construction or redevelopment of self storage properties. As a percentage of the aggregate purchase price, the allocation of financing proceeds for these 84 properties was approximately 48% debt proceeds and 52% equity. Below is a summary of these 84 properties as of December 31, 2024:

State	No. of Properties	Units ⁽¹⁾	Sq. Ft. (net) ⁽²⁾	% of Total Rentable Sq. Ft.	Physical Occupancy % ⁽³⁾	Rental Income % ⁽⁴⁾
Alabama	1	1,090	163,000	2.7%	89.8%	1.4%
Arizona	1	980	96,500	1.6%	93.2%	1.3%
California	19	11,490	1,231,800	20.1%	91.8%	24.4%
Colorado	4	2,080	226,600	3.7%	90.5%	3.3%
Florida	13	10,240	1,241,900	20.3%	93.0%	23.8%
Illinois	2	1,020	107,700	1.8%	92.8%	1.6%
Indiana	2	1,030	112,700	1.8%	93.3%	1.1%
Maryland	2	1,610	169,500	2.8%	92.9%	2.6%
Michigan	4	2,220	266,100	4.3%	93.5%	3.4%
New Jersey	1	450	47,100	0.8%	92.0%	0.8%
Nevada	3	2,220	289,900	4.7%	91.5%	4.1%
North Carolina	14	5,370	769,500	12.6%	93.6%	10.2%
Ohio	5	2,540	288,900	4.7%	88.0%	2.9%
South Carolina	2	1,450	197,800	3.2%	90.9%	2.2%
Washington	1	490	48,500	0.8%	86.1%	0.8%
Ontario, Canada	10	7,800	868,000	14.2%	92.3%	16.1%
Total	84⁽⁵⁾⁽⁶⁾	52,080	6,125,800	100%	92.1%	100%

- (1) Includes all rentable units, consisting of storage units and parking (approximately 1,945 units).
- (2) Includes all rentable square feet consisting of storage units and parking (approximately 545,113 square feet).
- (3) Represents the occupied square feet of all facilities SmartStop owned in a state or province divided by total rentable square feet of all the facilities SmartStop owned in such state as of December 31, 2024.
- (4) Represents rental income (excludes administrative fees, late fees, and other ancillary income) for all facilities SmartStop owned in a state or province divided by its total rental income for the year ended of December 31, 2024.
- (5) Excludes the 28 properties acquired in connection with the SSGT Merger on January 24, 2019, consisting of approximately 19,400 units and 2.1 million rentable square feet, 24 wholly-owned properties acquired in connection with the SST IV Merger on March 17, 2021, consisting of approximately 17,820 units and 2.0 million rentable square feet, and the ten wholly-owned properties acquired in connection with the SSGT II Merger on June 1, 2022, consisting of approximately 7,740 units and 853,900 rentable square feet. Such properties were not acquired with proceeds of SmartStop's public offering. Such properties are reflected below in the respective discussions regarding SSGT, SST IV, and SSGT II.
- (6) Excludes approximately seven properties, consisting of approximately 5,140 units and 0.6 million rentable square feet. Such properties were not acquired with proceeds of SmartStop's public offering.

Strategic Storage Growth Trust, Inc. ("SSGT")

SAM also sponsored SSGT, another non-traded REIT focused on investments in self storage properties that registered to sell up to \$1.095 billion of its shares in a public offering. On June 17, 2013, SSGT commenced a private offering of up to \$109.5 million in shares of SSGT's common stock to accredited investors only pursuant to a confidential private placement memorandum. On May 23, 2014, SSGT reached the minimum offering amount of \$1.0 million in sales of shares in its private offering and SSGT commenced operations. On January 16, 2015, SSGT terminated the private offering, having raised a total of \$7.8 million. On January 20, 2015, SSGT's public offering was declared effective.

On April 8, 2016, SSGT's board of directors approved an estimated value per share of SSGT's common stock of \$10.05 for both Class A shares and Class T shares based on the estimated value of SSGT's assets less the estimated value of SSGT's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of December 31, 2015. As a result, effective April 14, 2016, SSGT raised the offering price for Class A shares sold in its primary offering from \$10.00 per share to \$11.17 per share and the offering price for Class T

shares sold in its primary offering from \$9.47 per share to \$10.58 per share. In addition, effective April 21, 2016, the price per share for shares sold pursuant to SSGT's distribution reinvestment plan increased from \$9.50 per share to \$10.05 per share for both Class A and Class T shares.

On March 31, 2017, SSGT closed its primary offering to new investors. Investors who submitted subscriptions in accordance with SSGT's close down procedures and were accepted by SSGT were admitted as stockholders effective as of March 31, 2017. Pursuant to its public offering, SSGT sold approximately \$193 million in Class A shares and approximately \$79 million in Class T shares and had a total of approximately 6,300 investors.

On April 13, 2017, SSGT's board of directors approved an estimated value per share of SSGT's common stock of \$11.56 for both Class A shares and Class T shares based on the estimated value of SSGT's assets less the estimated value of SSGT's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of December 31, 2016. As a result, effective in May 2017, the price per share for shares sold pursuant to SSGT's distribution reinvestment plan increased from \$10.05 per share to \$11.56 per share for both Class A and Class T shares. On April 19, 2018, SSGT's board of directors approved an estimated value per share of SSGT's common stock of \$11.58 for both Class A shares and Class T shares based on the estimated value of SSGT's assets less the estimated value of SSGT's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of December 31, 2017. As a result, effective in May 2018, the price per share for shares sold pursuant to SSGT's distribution reinvestment plan increased from \$11.56 per share to \$11.58 per share for both Class A and Class T shares.

On August 10, 2018, SSGT's board of directors approved the suspension of SSGT's distribution reinvestment plan effective as of August 23, 2018. On January 24, 2019, SmartStop acquired SSGT in a merger whereby SSGT merged with and into a wholly-owned subsidiary of SmartStop in exchange for merger consideration equal to \$12.00 per share cash for each share of SSGT common stock. Accordingly, as of January 24, 2019, SmartStop owned all of the properties previously owned by SSGT. On July 11, 2019, SmartStop acquired a property that was previously under contract with SSGT.

Through December 31, 2018, with a combination of debt and offering proceeds from its private and public offerings, SSGT invested approximately \$237.3 million in 29 self storage properties located in 10 states and in the Greater Toronto Ontario, Canada area, comprising approximately 19,800 self storage units and 2.2 million rentable square feet. SSGT did not acquire any properties after December 31, 2018. Based on the amount invested in these properties, approximately 36% was spent on new self storage properties, 61% was spent on existing self storage properties and 3% was spent on construction or redevelopment of self storage properties. As a percentage of the aggregate purchase price, the allocation of financing proceeds for these 29 properties was approximately 18% debt proceeds and 82% equity. In October 2019, one of the Texas properties was sold to an unaffiliated third party. Below is a summary of the 28 remaining properties, as of December 31, 2024:

State	No. of Properties	Units ⁽¹⁾	Sq. Ft. (net) ⁽²⁾	% of Total Rentable Sq. Ft.	Physical Occupancy % ⁽³⁾	Rental Income ⁽⁴⁾
Arizona	1	840	89,800	4.2%	93.9%	4.0%
California	5	3,630	370,500	17.2%	91.3%	20.5%
Colorado	2	1,160	124,500	5.8%	83.3%	3.9%
Florida	4	2,930	293,100	13.6%	93.9%	14.4%
Illinois	3	1,860	207,900	9.7%	92.1%	7.9%
Massachusetts	1	840	93,200	4.3%	90.6%	10.4%
Nevada	3	2,730	335,900	15.6%	92.4%	12.9%
North Carolina	3	1,530	197,800	9.2%	95.5%	6.9%
South Carolina	1	490	48,200	2.2%	83.2%	2.3%
Texas	3	1,700	230,500	10.7%	92.7%	9.1%
Toronto, Canada	2	1,740	161,200	7.5%	89.9%	7.7%
Total	28	19,450	2,152,600	100%	91.8%	100%

(1) Includes all rentable units, consisting of storage units, and parking units (approximately 450 units).

- (2) Includes all rentable square feet consisting of storage units, and parking units (approximately 130,000 square feet).
- (3) Represents the occupied square feet of all facilities SSGT owned in a state divided by total rentable square feet of all the facilities SSGT owned in such state as of December 31, 2024.
- (4) Represents rental income for all facilities SSGT owned in a state divided by its total rental income for the year ended of December 31, 2024.

See Table IV of the Prior Performance Tables for more detailed information on the completed program results for SSGT.

Strategic Storage Trust IV, Inc. (“SST IV”)

Prior to the Self Administration Transaction, SAM was the sponsor of SST IV, a non-traded REIT that registered to sell up to \$1.095 billion of its shares in a public offering. On January 25, 2017, SST IV sold approximately 360,577 Class A shares for \$7.5 million to an institutional investor pursuant to a private offering transaction. On March 17, 2017, SST IV’s public offering was declared effective. As of December 31, 2019, SST IV had issued in its public offering approximately 4,396,000 Class A shares for gross offering proceeds of approximately \$109.5 million, approximately 3,628,000 Class T shares for gross offering proceeds of approximately \$87.8 million, and approximately 978,000 Class W shares for gross offering proceeds of approximately \$22.4 million.

On June 20, 2019, SST IV’s board of directors approved an estimated value per share of SST IV’s common stock of \$22.65 for each of its Class A, Class T, and Class W shares based on the estimated value of SST IV’s assets less the estimated value of SST IV’s liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of March 31, 2019. As a result, effective in June 2019, the price per share for shares sold pursuant to SST IV’s primary offering for its Class A, Class T, and Class W shares changed to \$24.89, \$24.10, and \$22.65, respectively, and, effective in July 2019, the price per share sold pursuant to SST IV’s distribution reinvestment plan changed from \$22.75 per share to \$22.65 per share for each of Class A, Class T, and Class W shares. On June 29, 2020, SST IV’s board of directors approved an estimated value per share of SST IV’s common stock of \$22.65 for each of its Class A, Class T, and Class W shares based on the estimated value of SST IV’s assets less the estimated value of SST IV’s liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of March 31, 2020. As a result, effective in June 2020, the price per share for shares sold pursuant to SST IV’s distribution reinvestment plan remained \$22.65 per share for each of Class A, Class T, and Class W shares; SST IV’s primary offering was suspended as of April 30, 2020 and terminated on September 11, 2020.

On March 17, 2021, SmartStop acquired SST IV in a merger whereby SST IV merged with and into a wholly-owned subsidiary of SmartStop in which stockholders of SST IV received 2.1875 shares of SmartStop’s Class A common stock for each share of common stock of SST IV. Accordingly, as of March 17, 2021, SmartStop owns all of the properties previously owned by SST IV.

Through December 31, 2020, with offering proceeds from its private and public offerings, SST IV invested approximately \$304 million in 24 wholly-owned self storage properties located in nine states, comprising approximately 18,000 units and 2.0 million rentable square feet, and approximately \$10 million in five unconsolidated real estate development ventures located in the Greater Toronto Area of Ontario, Canada, in each of which SST IV, through its subsidiaries, owned a 50% equity interest. Based on the amount invested in these properties, 100% was spent on existing self storage properties. As of December 31, 2020, SST IV’s total indebtedness was approximately \$89.7 million of variable rate debt and approximately \$42.5 million of fixed rate debt, less approximately \$0.7 million in net debt issuance costs.

Upon the SST IV Merger, SmartStop acquired all of the real estate owned by SST IV, consisting of 24 wholly-owned self storage properties located across nine states and six unconsolidated real estate development ventures located in the Greater Toronto Area of Ontario, Canada. The unconsolidated real estate development ventures consisted of three operating properties and three properties in various stages of development. A summary of SST IV’s real estate portfolio is as follows (as of December 31, 2024):

State	No. of Properties	Units ⁽¹⁾	Sq. Ft. (net) ⁽²⁾	% of Total Rentable Sq. Ft.	Physical Occupancy % ⁽³⁾	Rental Income ⁽⁴⁾
Arizona	1	720	78,700	3.8%	93.1%	3.0%
California	2	1,620	153,700	7.5%	90.9%	8.7%
Florida	5	3,840	519,200	25.3%	92.4%	23.9%
New Jersey	1	1,900	158,000	7.7%	100%	7.0%
Nevada	2	1,260	131,300	6.4%	94.3%	7.1%
North Carolina	2	1,900	176,700	8.6%	92.9%	9.5%
Texas	8	4,620	614,100	29.9%	94.6%	28.0%
Virginia	1	830	71,100	3.5%	90.8%	5.2%
Washington	2	1,190	148,100	7.2%	91.6%	7.6%
Total	24	17,880	2,050,900	100%	93.5%	100%

(1) Includes all rentable units, consisting of storage units and parking (approximately 600 units).

(2) Includes all rentable square feet, consisting of storage units and parking (approximately 241,000 square feet).

(3) Represents the occupied square feet of all facilities SST IV owned in a state divided by total rentable square feet of all the facilities SST IV owned in such state as of December 31, 2024.

(4) Represents rental income (excludes administrative fees, late fees, and other ancillary income) for all facilities SST IV owned in a state divided by SST IV's total rental income for the year ended December 31, 2024.

See Table III of the Prior Performance Tables for more detailed information as to the operating results of SST IV. Also see Table IV of the Prior Performance Tables for more detailed information on the completed program results for SST IV.

Strategic Storage Trust VI, Inc. ("SST VI")

SRA is currently sponsoring SST VI, a non-traded REIT that registered to sell up to \$1.095 billion of its shares in a public offering. Prior to the commencement of its public offering, SST VI was engaged in a private placement offering of up to \$220 million, which private offering was also sponsored by SRA. On March 17, 2022, the private offering was closed to new investors, although SST VI continued to offer shares of common stock to its existing stockholders pursuant to its distribution reinvestment plan. SST VI received approximately \$100.7 million in offering proceeds from the sale of its common stock pursuant to the primary private offering. On March 17, 2022, SST VI's public offering was declared effective. Also on such date, all outstanding common stock of SST VI were redesignated as Class P common stock, pursuant to articles of amendment to its charter. As of October 31, 2023, SST VI ceased offering shares of its Class A common stock, Class T common stock, and Class W common stock in its primary public offering after receiving gross offering proceeds of approximately \$84.6 million in its primary public offering from the sale of such shares. On November 1, 2023, SST VI commenced offering shares of Class Y common stock and Class Z common stock in its public offering.

As of the date of this Memorandum, SST VI is raising capital pursuant to a public offering of its shares of common stock. As of December 31, 2024, SST VI had issued in its public offering approximately 3.1 million Class A shares for gross offering proceeds of approximately \$31.7 million, approximately 5.1 million Class T shares for gross offering proceeds of approximately \$50.4 million, approximately 0.7 million Class W shares for gross offering proceeds of approximately \$6.6 million, approximately 4.0 million Class Y shares for gross offering proceeds of approximately \$38.6 million, and approximately 0.3 million Class Z shares for gross offering proceeds of approximately \$3.3 million.

As of December 31, 2024, with a combination of approximately 53% debt and 47% offering proceeds, SST VI had invested approximately \$518.1 million in 24 operating self-storage facilities located in seven states (Arizona, Delaware, Florida, Nevada, Oregon, Pennsylvania, and Washington) and three Canadian provinces (Alberta, British Columbia, and Ontario), joint venture interests in one operating and four development properties in two Canadian provinces (Ontario and Quebec), and a wholly-owned development property in Ontario, Canada.

State	No. of Properties	Units ⁽¹⁾	Sq. Ft. (net) ⁽²⁾	% of Total Rentable Sq. Ft.	Physical Occupancy % ⁽³⁾	Rental Income ⁽⁴⁾
Arizona	4	2,850	378,720	17%	92%	15%
Delaware	1	820	80,545	4%	85%	3%
Florida ⁽⁶⁾	4	2,585	334,614	16%	80% ⁽⁵⁾	12%
Nevada	1	335	51,900	2%	94%	3%
Oregon	1	520	55,830	3%	94%	3%
Pennsylvania	1	810	78,040	4%	93%	4%
Washington	1	1,095	99,745	5%	92%	4%
Alberta	1	495	48,800	2%	88%	3%
British Columbia ⁽⁷⁾	1	925	59,180	3%	77% ⁽⁵⁾	4%
Ontario	9	8,785	959,735	44%	87% ⁽⁵⁾	49%
Total	24	19,220	2,147,110	100%	87%	100%

- (1) Includes all rentable units, consisting of storage units and parking (approximately 850 units).
- (2) Includes all rentable square feet, consisting of storage units and parking (approximately 199,780 square feet).
- (3) Represents the occupied square feet of all facilities SST VI owned in a state or province divided by total rentable square feet of all the facilities SST VI owned in such state or area as of December 31, 2024.
- (4) Represents rental income (excludes administrative fees, late fees, and other ancillary income) for all facilities SST VI owned in a state or province divided by SST VI's total rental income for the month ended December 31, 2024.
- (5) Included in the occupancy statistics below are the following recently acquired properties and newly constructed or lease-up properties. The properties' occupancy as of their respective acquisition dates and as of December 31, 2024 are as follows:

Property	Acquisition Date	Initial Occupancy %	December 31, 2024 Physical Occupancy %
Apopka – FL ⁽⁶⁾	12/30/2021	5%	64%
Vancouver - BC ⁽⁷⁾	5/4/2023	38%	77%
Mississauga II - ONT	6/19/2023	15%	76%
Burlington II - ONT	6/19/2023	54%	77%

- (6) In September 2024, we completed the expansion of the Apopka, FL property that added approximately 64,390 net rentable square feet and 400 units.
- (7) In September 2024, we completed the final floors of the Vancouver, BC property that added approximately 20,860 net rentable square feet and 455 units.

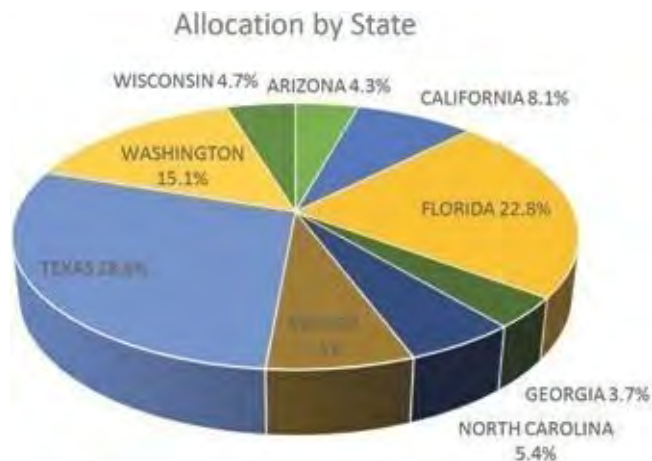
In certain instances, SRA and its affiliates have agreed to make certain accommodations that benefit the owners of these public programs, such as the deferral of payment or waiver of both asset and property management fees and related reimbursable expenses otherwise payable to SRA or its affiliates. Although real estate programs in general are subject to being affected by the cyclical nature of the real estate market and general risks associated with investments in real estate, at this time, we are not aware of any major adverse business developments or conditions relative to these public programs, or any other program sponsored or co-sponsored by SRA or SAM or its affiliates, that would be material to investors in this offering.

Private Programs

The following discussion is intended to summarize briefly the objectives and performance of prior privately-offered programs (the “**Private Programs**”) with similar investment objectives and to disclose any material adverse business developments sustained by them.

The three completed offerings for Private Programs sponsored or co-sponsored by SRA or its affiliates include one privately-offered REIT and two multi-asset Delaware Statutory Trust (“**DST**”) offerings. These three Private Programs raised approximately \$135 million of gross offering proceeds from approximately 1,530 investors.

With a combination of debt and offering proceeds, these Private Programs have invested approximately \$193 million in 25 properties located in nine states. Based on the aggregate amount of acquisition costs, approximately 100% was spent on existing or used properties and none on construction or redevelopment properties. Over the course of two of the three Private Programs, 15 properties were sold or merged into SmartStop Self Storage, and ten properties were merged into SmartStop. As a percentage of the aggregate amount of acquisition costs, the diversification of these 25 properties by geographic area is as follows:



As a percentage of the aggregate amount of acquisition and development costs, the allocation of financing proceeds for these 25 properties is 56% equity and 44% debt proceeds.

In total, the properties within all Private Programs had an aggregate of approximately 1.9 million square feet of gross leasable space.

In certain instances, the sponsor of these programs, and its affiliates, have agreed to make certain accommodations to benefit the owners of these properties, such as the deferral of asset management fees otherwise payable to the sponsor or its affiliates. Our business may be affected by similar conditions. Although certain Private Programs sponsored or co-sponsored by SRA or its affiliates have been adversely affected by the cyclical nature of the real estate market and general risks associated with investments in real estate, at this time, we are not aware of any other adverse business developments other than those described above relative to the prior programs that would be material to investors.

No assurance can be made that our program or other programs sponsored by SRA or its affiliates will ultimately be successful in meeting their investment objectives. Below is a summary of the three Private Programs previously sponsored by SRA or its affiliates that we believe are most similar to this offering (i.e., programs focusing on self-storage). Each of the programs described below have completed operations.

Strategic Storage Growth Trust III, Inc. (“SSGT III”)

SSGT III is a private REIT that was engaged in a private placement offering of up to \$250,000,000 in shares of its common stock and \$25,000,000 in shares of common stock pursuant to its distribution reinvestment plan. On August 30, 2024, the private offering was closed to new investors, although SSGT III continues to offer shares of

common stock to its existing stockholders pursuant to its distribution reinvestment. SSGT III received approximately \$158.4 million in offering proceeds from the sale of its common stock pursuant to the primary private offering. As of December 31, 2024, SSGT III had received approximately \$6.2 million in proceeds from the sale of its common stock pursuant to its distribution reinvestment plan. As of December 31, 2024, with a combination of approximately 54% debt and 46% offering proceeds, SSGT III had invested approximately \$191.9 million in nine operating self storage properties located in three states (Florida, California and New Jersey) and two Canadian provinces (Alberta and Ontario).

See Table III of the Prior Performance Tables for more detailed information as to the operating results of SSGT III. Also see Table I of the Prior Performance Tables for more detailed information on the prior performance of our sponsor and its affiliates in raising funds for SSGT III and Table II of the Prior Performance Tables for more detailed information on the compensation paid to our sponsor and its affiliates for SSGT III offering.

Strategic Storage Growth Trust II, Inc. (“SSGT II”)

Prior to the Self Administration Transaction, SAM was the sponsor of SSGT II, a private REIT that was engaged in a private placement offering of up to \$270 million. On September 30, 2020, the private offering was closed to new investors, although SSGT II continued to offer shares of common stock to its existing stockholders pursuant to its distribution reinvestment plan through February 2022. SSGT II received approximately \$110.8 million in offering proceeds from the sale of its common stock pursuant to the primary private offering. As of May 31, 2022, SSGT II had received approximately \$5.8 million in proceeds from the sale of its common stock pursuant to its distribution reinvestment plan. As of May 31, 2022, with a combination of approximately 20% debt and 80% offering proceeds, SSGT II had invested approximately \$146 million in ten operating self-storage properties located in seven states (Arizona, California, Texas, Florida, Nevada, Washington, and Wisconsin) as well as in two unconsolidated real estate ventures located in the Greater Toronto Area of Ontario, Canada, in each of which SSGT II, through its subsidiaries, owns a 50% equity interest.

On June 1, 2022, SmartStop acquired SSGT II in a merger whereby SSGT II merged with and into a wholly-owned subsidiary of SmartStop in which stockholders of SSGT II received 0.9118 shares of SmartStop’s Class A common stock for each share of common stock of SSGT II. Accordingly, as of June 1, 2022, SmartStop owns all of the properties previously owned by SSGT II.

See Table III of the Prior Performance Tables for more detailed information as to the operating results of SSGT II. Also see Table IV of the Prior Performance Tables for more detailed information on the completed program results for SSGT II.

Self Storage I, DST

USA Self Storage I, DST (“Self Storage I DST”) was a DST organized to invest in certain self-storage properties. Self Storage I DST completed its offering in October 2005 and received approximately \$13.3 million of gross offering proceeds. With a combination of approximately 68% debt and 32% offering proceeds, Self Storage I DST invested approximately \$36 million in 10 properties located in three states (Georgia, North Carolina, and Texas), consisting of an aggregate of approximately 5,425 units and 800,400 rentable square feet. SmartStop Self Storage acquired a 3.05% beneficial interest in Self Storage I DST on September 24, 2009 upon the acquisition of Self Storage REIT II, Inc., a private REIT organized to invest primarily in self-storage properties (“REIT II”), and an additional 16.703% beneficial interest in Self Storage I DST between May 20, 2010 and November 30, 2010. On February 1, 2011 and February 15, 2011, SmartStop Self Storage acquired the remaining interests in Self Storage I DST, bringing its total ownership to 100%. Consideration provided for the purchase consisted of approximately \$10.2 million in cash along with the issuance of approximately 70,000 limited partnership units in SmartStop OP and the assumption of an approximately \$23.3 million bank loan. Pursuant to the merger of SmartStop Self Storage with Extra Space on October 1, 2015, the Self Storage I DST properties were sold to Extra Space.

Southwest Colonial, DST

Southwest Colonial, DST was a DST organized to invest in certain self-storage properties. Southwest Colonial, DST completed its offering in June 2008 and received \$11 million of gross offering proceeds. With a combination of approximately 64% debt and 36% offering proceeds, Southwest Colonial, DST invested approximately \$28 million in five properties. These five self-storage properties were located in Texas and consisted of an aggregate of approximately 2,806 units and 392,228 rentable square feet. SmartStop Self Storage acquired a 0.28% beneficial interest in Southwest Colonial, DST on September 24, 2009 upon the acquisition of REIT II. During the fourth quarter of 2013, SmartStop Self Storage acquired the remaining beneficial interests in Southwest Colonial, DST for consideration consisting of approximately \$9.0 million in cash, along with the issuance of approximately 151,300 limited partnership units in SmartStop OP and the assumption of an approximately \$16.7 million bank loan held by Southwest Colonial, DST. As such, SmartStop Self Storage acquired 100% of the interests in Southwest Colonial, DST. Pursuant to the merger of SmartStop Self Storage with Extra Space on October 1, 2015, the Southwest Colonial, DST properties were sold to Extra Space.

No assurance can be made that our program or other programs sponsored by affiliates of our Advisor will ultimately be successful in meeting their investment objectives.

Prior Performance Tables

The following Prior Performance Tables provide historical unaudited financial information relating to three public and one private real estate investment programs (“**Prior Real Estate Programs**”), which we deem to have similar investment objectives to us, sponsored or co-sponsored by SS REIT Advisor or its affiliates. As described elsewhere in the “Prior Performance Summary” section of this Exhibit D, above, SmartStop and its operating partnership entered into the Self Administration Transaction with SAM and its affiliates, pursuant to which, effective as of June 28, 2019, SmartStop acquired the self-storage advisory, asset management, property management, investment management, and certain joint venture interests of SAM, along with certain other assets. As a result of the Self Administration Transaction, SRA, an indirect wholly owned subsidiary of SmartStop, is deemed to be an affiliate of SAM for prior performance purposes relating to prior self-storage programs. This information should be read together with the summary information included in the “Prior Performance Summary” section of this Exhibit D, above.

The Prior Real Estate Programs presented provide an indication of prior real estate programs sponsored or co-sponsored by SRA or its affiliates and the performance of these programs. However, the general condition of the economy, as well as other factors, can affect the real estate market and operations and impact the financial performance significantly.

Investors should not construe inclusion of the following tables as implying, in any manner, that we will have results comparable to those reflected in such tables. Distributable cash flow, federal income tax deductions, or other factors could be substantially different. Investors should note that by acquiring our shares of common stock, they will not be acquiring any interest in any prior program.

The following tables are included herein:

Table I – Experience in Raising and Investing Funds — Table I summarizes information of the prior performance of SRA and its affiliates in raising funds for the Prior Real Estate Programs, the offerings of which closed in the most recent three years ended December 31, 2024. The information in Table I is unaudited.

Table II – Compensation to Sponsor — Table II summarizes the compensation paid to SRA and its affiliates for the Prior Real Estate Programs, the offerings of which closed in the most recent three years ended December 31, 2024. The information in Table II is unaudited.

Table III – Annual Operating Results of Prior Real Estate Programs — Table III summarizes the operating results for the Prior Real Estate Programs, the offerings of which closed in the most recent five years ended December 31, 2024. The information in Table III is unaudited.

Table IV – Results of Completed Prior Real Estate Programs — Table IV summarizes the results for the Prior Real Estate Programs that have completed operations during the previous five years ended December 31, 2024. The information in Table IV is unaudited.

Table V – Sales or Disposals of Properties for Prior Real Estate Programs — Table V includes all sales or disposals of properties by Prior Real Estate Programs within the most recent three years ended December 31, 2024. The information in Table V is unaudited.

The Prior Real Estate Programs presented in the Prior Performance Tables are considered to have similar investment objectives as ours, as we have invested in a self-storage property. Our stockholders will not own any interest in any Prior Real Estate Program and should not assume that they will experience returns, if any, comparable to those experienced by investors in the Prior Real Estate Programs. Please see the risks set forth in the section entitled “RISK FACTORS” in this Memorandum. Due to the risks involved in the ownership of and investment in real estate, there is no guarantee of any level of return on your investment and you may lose some or all of your investment.

TABLE I
EXPERIENCE IN RAISING AND INVESTING FUNDS (UNAUDITED)

This table provides a summary of the experience of SRA or its affiliates in investing and raising funds in Prior Real Estate Programs for which the offerings have closed in the most recent three years ended December 31, 2024. Information is provided pertaining to the timing and length of this offering and the time period over which the proceeds have been invested in the properties.

	Strategic Storage Trust VI, Inc. (Private Offering)⁽¹⁾	Strategic Storage Growth Trust III, Inc. (Private Offering)⁽²⁾
Dollar amount offered	\$ 220,000,000	\$ 275,000,000
Dollar amount raised	\$ 108,981,507	\$ 164,594,180
Length of offering (in months)	13	26
Months to invest 90% of amount available for investment	13	26

NOTES TO TABLE I

- (1) Amounts included herein relate to proceeds raised and invested pursuant to SST VI's private offering, which closed on March 17, 2022. Additionally, amounts include herein relate to amounts reinvested pursuant to the related distribution reinvestment plan through December 31, 2024.
- (2) Amounts included herein relate to proceeds raised and invested pursuant to SSGT III's private offering, which closed on August 30, 2024. Additionally, amounts included herein relate to amounts reinvested pursuant to the related distribution reinvestment plan through December 31, 2024.

TABLE II
COMPENSATION TO SPONSOR (UNAUDITED)

This table sets forth the compensation paid to SRA or its affiliates for Prior Real Estate Programs for which the offerings have closed in the most recent three years ended December 31, 2024. The table includes compensation paid out of the offering proceeds and compensation paid in connection with the ongoing operations of the Prior Real Estate Program. The Prior Real Estate Program for which information is presented below has a similar investment objective to this program.

	Strategic Storage Trust VI, Inc. (Private Offering)⁽¹⁴⁾	Strategic Storage Growth Trust III, Inc.⁽¹⁵⁾
Date offering commenced	February 26, 2021	May 18, 2022
Dollar amount raised	\$ 108,981,507	\$ 164,594,180
Amount paid to sponsor from proceeds of offering:		
Selling commissions ⁽¹⁾	\$ 5,300,493	\$ 10,797,610
Dealer manager fees ⁽²⁾	\$ 2,781,975	\$ 1,894,660
Offering expenses ⁽³⁾	\$ 501,712	\$ 1,017,975
Acquisition costs		
Acquisition fees ⁽⁴⁾	\$ 41,246,686	\$ 1,975,514
Acquisition expenses ⁽⁵⁾	\$ 2,188,728	\$ 881,111
Other ⁽⁶⁾	\$ 30,000	\$ 30,696
Dollar amount of cash generated from / (used in) operations before deducting payments to sponsor	\$ 1,836,497	\$ (3,642,613)
Amounts paid to sponsor from operations:		
Property management fees ⁽⁷⁾	\$ 175,555	\$ 911,645
Asset management fees ⁽⁸⁾	\$ 333,614	\$ 2,444,703
Construction fees ⁽⁹⁾	\$ 9,627	\$ 63,237
Transfer agent fees ⁽¹⁰⁾	\$ 98,133	\$ 342,379
Tenant protection plan revenues ⁽¹¹⁾	\$ 124,735	\$ 584,727
Reimbursements ⁽¹²⁾	\$ 1,434,292	\$ 7,040,118
Debt issuance costs	\$ —	\$ 890,000
Dollar amount of property sales and refinancing before deducting payments to sponsor ⁽¹³⁾		
Cash	\$ —	\$ —
Notes	\$ —	\$ —
Amount paid to sponsor from property sales and refinancing		
Incentive fees	\$ —	\$ —
Real estate commissions	\$ —	\$ —
Other	\$ —	\$ —

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NOTES TO TABLE II

- (1) Represents selling commissions paid to the dealer manager, an affiliate of our sponsor, all of which was reallocated to participating broker-dealers.
- (2) Represents amounts paid to the dealer manager, a portion of which was reallocated to participating broker-dealers.
- (3) Represents direct costs of the offering, paid to the sponsor or an affiliate. Such costs include reimbursable costs of the program's advisor and third party costs originally paid by the program's advisor. In addition to such costs, direct costs of the offering paid by SST VI directly to third parties for offering costs totaled approximately \$0.7 million. In addition to such costs, direct costs of the offering paid by SSGT III directly to third parties for offering costs totaled approximately \$14.3 million.
- (4) Represents acquisition fees incurred by the program and paid to its advisor.
- (5) Represents acquisition related reimbursable costs paid to the program's advisor. In addition to such costs, acquisition related costs paid directly by SST VI to third parties totaled approximately \$0.9 million. In addition to such costs, acquisition related costs paid directly by SSGT III to third parties totaled approximately \$3.4 million.
- (6) Represents set-up fees paid to an affiliated property manager of \$3,750 per property, as applicable.
- (7) Represents property management fees paid by SST VI and SSGT III to an affiliated property manager.
- (8) Represents asset management fees paid to the program's advisor.
- (9) Represents construction fees paid to the program's property manager.
- (10) Represents fees paid to an affiliate of the program's sponsor for transfer agent and registrar services provided, until SST VI and SSGT III engaged a new transfer agent on September 18, 2023.
- (11) Amounts represent net tenant protection plan revenues paid to an affiliate of the property manager pursuant to joint venture arrangements.
- (12) Represents general and administrative costs, paid to the program's advisor and its affiliates. Such costs include reimbursable costs of the program's advisor (and its affiliates) and third party costs originally paid by the program's advisor and its affiliates.
- (13) SST VI and SSGT III has had activity relating to these line items. However, no fees were paid to affiliates of the sponsor in connection therewith. As such, including any related data is not meaningful and has therefore been omitted.
- (14) Amounts relate to proceeds raised and invested pursuant to SST VI's private offering, which closed on March 17, 2022. Additionally, amounts included herein relate to amounts reinvested pursuant to the related distribution reinvestment plan through December 31, 2024. The operating related amounts included herein are presented through March 31, 2022.
- (15) Amounts relate to proceeds raised and invested pursuant to SSGT III's private offering, which closed on August 30, 2024. Additionally, amounts included herein relate to amounts reinvested pursuant to the related distribution reinvestment plan through December 31, 2024. The operating related amounts included herein are presented through December 31, 2024.

TABLE III
OPERATING RESULTS OF PRIOR REAL ESTATE PROGRAMS (UNAUDITED)

The following sets forth the unaudited operating results of Prior Real Estate Programs sponsored by SRA or its affiliates, the offerings of which have closed in the most recent five years ended December 31, 2024. The information relates only to programs with investment objectives similar to this program. Unless otherwise indicated, all amounts are as of and for the year ended December 31 for the year indicated

Strategic Storage Trust IVI, Inc. March 2017 ⁽⁵⁾				
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Summary Operating Results				
Total revenue	\$ 475,404	\$ 5,764,028	\$ 17,248,341	\$ 23,107,964
Operating expenses ⁽¹⁾	\$ 286,373	\$ 2,814,717	\$ 8,929,428	\$ 13,808,546
Depreciation and amortization ⁽²⁾	\$ 284,869	\$ 3,416,033	\$ 10,264,931	\$ 11,172,898
Other operating expenses	\$ 1,150,842	\$ 3,050,772	\$ 3,465,539	\$ 4,513,273
Operating loss	\$ (1,246,680)	\$ (3,517,494)	\$ (5,411,557)	\$ (6,386,753)
Interest expense	\$ —	\$ (1,341,631)	\$ (4,131,356)	\$ (5,454,781)
Net loss — GAAP basis	\$ (1,246,680)	\$ (4,719,953)	\$ (9,568,728)	\$ (12,088,304)
Summary of Statement of Cash Flows				
Net cash flows (used in) provided by operating activities	\$ (1,289,006)	\$ (97,732)	\$ 927,028	\$ 122,945
Net cash flows used in investing activities	\$ (13,337,799)	\$ (132,453,332)	\$ (142,287,477)	\$ (28,504,107)
Net cash flows provided by financing activities	\$ 36,354,930	\$ 126,417,379	\$ 131,330,362	\$ 32,167,260
Amount and Source of Distributions				
Total distributions paid in cash to common stockholders	\$ (681,700)	\$ (2,620,607)	\$ (5,401,316)	\$ (9,076,138)
<i>Distribution Data Per \$1,000 invested⁽³⁾</i>				
Total distributions paid in cash to common stockholders	\$ 16.07	\$ 22.58	\$ 24.58	\$ 37.21
From operations	\$ —	\$ —	\$ —	\$ —
From offering proceeds	\$ 16.07	\$ 22.58	\$ 24.58	\$ 37.21
Summary Balance Sheet				
Total assets	\$ 35,804,087	\$ 161,942,760	\$ 288,469,695	\$ 309,327,297
Total liabilities	\$ 1,105,316	\$ 69,129,692	\$ 118,657,170	\$ 137,836,052
Redeemable equity	\$ 183,420	\$ 2,093,989	\$ 5,793,896	\$ 11,649,486
Preferred equity	\$ —	\$ —	\$ —	\$ —
Common equity	\$ 34,515,351	\$ 90,719,079	\$ 164,018,629	\$ 159,841,759
Estimated per share value ⁽⁴⁾	N/A	N/A	\$ 22.65	\$ 23,107,964

TABLE III
OPERATING RESULTS OF PRIOR REAL ESTATE PROGRAMS (UNAUDITED)—CONTINUED

Strategic Storage Growth Trust II, Inc. October 2018 ⁽⁶⁾				
	2019	2020	2021	2022 ⁽⁷⁾
Summary Operating Results				
Total revenue	\$ 1,327,822	\$ 4,747,638	\$ 10,363,639	\$ 5,440,490
Operating expenses ⁽¹⁾	\$ 1,455,803	\$ 3,918,136	\$ 6,506,143	\$ 2,915,337
Depreciation and amortization ⁽²⁾	\$ 1,256,280	\$ 3,744,411	\$ 4,982,252	\$ 1,838,214
Other operating expenses	\$ 1,830,077	\$ 1,892,033	\$ 1,427,661	\$ 1,975,755
Operating loss	\$ (3,214,338)	\$ (4,807,212)	\$ (2,552,417)	\$ (1,288,816)
Interest expense	\$ (232,197)	\$ (1,798,204)	\$ (3,432,157)	\$ (1,295,795)
Net loss — GAAP basis	\$ (3,287,666)	\$ (7,244,603)	\$ (6,280,673)	\$ (2,680,024)
Summary of Statement of Cash Flows				
Net cash flows used in by operating activities	\$ (1,953,617)	\$ (1,387,280)	\$ (204,766)	\$ 723,490
Net cash flows used in investing activities	\$ (83,014,514)	\$ (59,710,023)	\$ (4,310,411)	\$ (3,458,083)
Net cash flows provided by financing activities	\$ 118,245,379	\$ 31,527,581	\$ 16,322,667	\$ (1,524,994)
Amount and Source of Distributions				
Total distributions paid in cash to common stockholders	\$ (1,132,896)	\$ (1,937,026)	\$ (2,093,434)	\$ (1,443,506)
<i>Distribution Data Per \$1,000 invested⁽³⁾</i>				
Total distributions paid in cash to common stockholders	\$ (11.68)	\$ (17.48)	\$ (18.90)	\$ (13.03)
From operations	\$ —	\$ —	\$ —	\$ —
From offering proceeds	\$ (11.68)	\$ (17.48)	\$ (18.90)	\$ (13.03)
Summary Balance Sheet				
Total assets	\$ 116,006,945	\$ 141,387,652	\$ 152,811,610	\$ 150,241,967
Total liabilities	\$ 33,863,803	\$ 43,153,497	\$ 76,497,661	\$ 78,041,395
Redeemable equity	\$ 1,364,275	\$ 3,588,637	\$ 5,862,077	\$ 6,248,980
Preferred equity	\$ —	\$ 13,449,229	\$ —	\$ —
Common equity	\$ 80,778,867	\$ 81,196,289	\$ 70,451,872	\$ 65,951,592
Estimated per share value	N/A	N/A	N/A	N/A

TABLE III
OPERATING RESULTS OF PRIOR REAL ESTATE PROGRAMS (UNAUDITED)—CONTINUED

Strategic Storage Growth Trust III, Inc.			
May 2022 ⁽⁸⁾			
	2022	2023	2024
Summary Operating Results			
Total revenue	\$ 932,581	\$ 5,681,188	\$ 10,114,432
Operating expenses ⁽¹⁾	\$ 535,741	\$ 4,210,370	\$ 6,638,255
Depreciation and amortization ⁽²⁾	\$ 937,832	\$ 5,125,100	\$ 6,388,028
Other operating expenses	\$ 779,057	\$ 3,499,307	\$ 4,376,466
Operating loss	\$ (1,320,049)	\$ (7,153,589)	\$ (7,288,317)
Interest expense	\$ (1,246,981)	\$ (5,500,512)	\$ (7,155,129)
Net loss — GAAP basis	\$ (2,567,197)	\$ (12,669,558)	\$ (15,422,704)
Summary of Statement of Cash Flows			
Net cash flows used in by operating activities	\$ (875,527)	\$ (6,554,864)	\$ (7,083,142)
Net cash flows used in investing activities	\$ (85,537,307)	\$ (87,483,005)	\$ (55,651,177)
Net cash flows provided by financing activities	\$ 91,564,833	\$ 100,702,175	\$ 62,138,075
Amount and Source of Distributions			
Total distributions paid in cash to common stockholders	\$ (153,408)	\$ (1,694,750)	\$ (3,370,210)
<i>Distribution Data Per \$1,000 invested⁽³⁾</i>			
Total distributions paid in cash to common stockholders	\$ 3.07	\$ 15.56	\$ 20.48
From operations	\$ 0	\$ 0	\$ 0
From offering proceeds	\$ 3.07	\$ 15.56	\$ 20.48
Summary Balance Sheet			
Total assets	\$ 90,729,327	\$ 180,605,977	\$ 228,057,975
Total liabilities	\$ 43,717,255	\$ 97,539,626	\$ 111,142,441
Redeemable equity	\$ 246,495	\$ 2,500,074	\$ 5,304,160
Preferred equity	\$ 0	\$ 0	\$ 0
Common equity	\$ 46,765,577	\$ 80,566,277	\$ 111,611,374
Estimated per share value	N/A	N/A	N/A

TABLE III
OPERATING RESULTS OF PRIOR REAL ESTATE PROGRAMS (UNAUDITED)—CONTINUED

Strategic Storage Trust VI, Inc. February 2021(9)				
	2021	2022 ⁽¹⁰⁾	2023	2024
Summary Operating Results				
Total revenue	\$ 1,265,772	8,790,007	\$ 21,160,064	\$ 28,238,533
Operating expenses ⁽¹⁾	\$ 902,976	\$ 5,735,363	\$ 13,816,448	\$ 16,147,168
Depreciation and amortization ⁽²⁾	\$ 923,989	\$ 6,590,960	\$ 14,979,398	\$ 15,800,554
Other operating expenses	\$ 2,075,158	\$ 3,738,188	\$ 6,892,020	\$ 6,609,928
Operating loss	\$ (2,636,351)	\$ (7,274,504)	\$ (14,527,802)	\$ (10,319,117)
Interest expense	\$ (746,257)	\$ (5,962,970)	\$ (17,604,425)	\$ (19,327,931)
Net loss — GAAP basis	\$ (3,614,311)	\$ (14,380,083)	\$ (32,938,065)	\$ (35,578,067)
Summary of Statement of Cash Flows				
Net cash flows used in by operating activities	\$ (2,963,793)	\$ (4,615,238)	\$ (12,626,927)	\$ (5,514,039)
Net cash flows used in investing activities	\$ (66,686,996)	\$ (190,683,955)	\$ (268,559,070)	\$ (12,522,405)
Net cash flows provided by financing activities	\$ \$74,231,548	\$ 199,037,578	\$ 299,472,607	\$ 11,193,259
Amount and Source of Distributions				
Total distributions paid in cash to common stockholders	\$ (453,837)	\$ (3,667,288)	\$ (6,160,627)	\$ (7,626,356)
<i>Distribution Data Per \$1,000 invested⁽³⁾</i>				
Total distributions paid in cash to common stockholders	\$ (9.64)	\$ (24.27)	\$ (32.55)	\$ (33.65)
From operations	—	—	—	—
From offering proceeds	\$ (9.64)	\$ (24.27)	\$ (32.55)	\$ (33.65)
Summary Balance Sheet				
Total assets	\$ 90,871,578	\$ 279,744,919	\$ 560,916,606	\$ 529,129,280
Total liabilities	\$ 50,002,886	\$ 163,809,801	\$ 308,505,967	\$ 305,776,867
Redeemable equity	\$ 329,158	\$ 2,873,848	\$ 6,727,982	\$ 10,279,772
Preferred equity	—	—	\$ 148,599,723	\$ 148,599,723
Common equity	\$ 40,539,534	\$ 113,061,270	\$ 97,082,934	\$ 64,472,918
Estimated per share value	N/A	N/A	N/A	\$ 10.00

[Notes on Next Page]

NOTES TO TABLE III

- (1) Operating expenses include the ongoing operating costs, excluding the costs separately detailed in the tables.
- (2) Depreciation of real property is calculated on the straight-line method over estimated useful lives ranging primarily from 5 to 35 years. The fair value of in-place leases upon the acquisition of a property is amortized over the estimated future benefit period.
- (3) Distribution data was calculated based on the gross proceeds invested as of the end of each respective period shown. Distributions in excess of cash flow from operations were funded from offering proceeds.
- (4) On June 20, 2019, SST IV's board of directors approved an estimated value per share of SST IV's common stock of \$22.65 for each of its Class A, Class T, and Class W shares based on the estimated value of SST IV's assets less the estimated value of SST IV's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of March 31, 2019. On June 29, 2020, SST IV's board of directors approved an estimated value per share of SST IV's common stock of \$22.65 for each of its Class A, Class T, and Class W shares based on the estimated value of SST IV's assets less the estimated value of SST IV's liabilities, or net asset value, divided by the number of shares outstanding on an adjusted fully diluted basis, calculated as of March 31, 2020. SST IV's primary offering was suspended as of April 30, 2020 and terminated on September 11, 2020. For the purposes of calculating these estimated net asset values per share, an independent third party appraiser valued SST IV's properties. On March 17, 2021, SmartStop acquired SST IV by way of merger.
- (5) SST IV terminated its initial public offering on September 11, 2020.
- (6) SSGT II commenced its private offering and operations on January 9, 2019 upon reaching the minimum escrow requirements of the private offering, suspended its primary offering on April 30, 2020 and closed its primary offering on September 30, 2020. On June 1, 2022, SmartStop acquired SSGT II by way of merger.
- (7) The 2022 results are presented as of and for the five months ended May 31, 2022. On June 1, 2022, SmartStop acquired SSGT II by way of merger. As such, the financial information contained in Table III is provided through May 31, 2022.
- (8) SSGT III commenced its private offering and operations on May 18, 2022 upon reaching the minimum escrow requirements of the private offering and closed its primary offering on August 30, 2024.
- (9) SST VI commenced its private offering and operations on February 26, 2021 and closed its primary private offering on March 17, 2022 upon the commencement of its public offering.
- (10) SST VI closed its private offering and commenced its public offering on March 17, 2022.

TABLE IV
RESULTS OF COMPLETED PRIOR REAL ESTATE PROGRAMS (UNAUDITED)

This table sets forth summary information on the results of Prior Real Estate Programs sponsored by SRA or its affiliates that completed operations during the previous five years ended December 31, 2024. The information relates only to programs with investment objectives similar to this program.

Program Name	Strategic Storage Trust IV, Inc.⁽¹⁾	Strategic Storage Growth Trust II, Inc.⁽³⁾
Date of closing of offering	September 11, 2020	September 30, 2020
Duration of offering (in months)	41	21
Date program terminated	March 17, 2021	June 1, 2022
Dollar amount raised	\$ 254,702,659	\$ 117,031,678
Annualized return on investment	N/A ⁽²⁾	N/A ⁽⁴⁾
Annual median leverage	33%	29%

NOTES TO TABLE IV

- (1) SST IV merged into a subsidiary of SmartStop on March 17, 2021 in a stock-for-stock merger transaction and the stockholders of SST IV now own shares of common stock of SmartStop. The offering related amounts included herein do not include any amounts offered or raised pursuant to the SST IV Form S-3.
- (2) Since the SST IV stockholders now own shares of common stock of SmartStop, which has not yet engaged in a liquidity event, annualized return on investment cannot be calculated at this time.
- (3) SSGT II merged into a subsidiary of SmartStop on June 1, 2022 in a stock-for-stock merger transaction and the stockholders of SSGT II now own shares of common stock of SmartStop.
- (4) Since the SSGT II stockholders now own shares of common stock of SmartStop, which has not yet engaged in a liquidity event, annualized return on investment cannot be calculated at this time.

TABLE V
SALES OR DISPOSALS OF PROPERTIES FOR PRIOR REAL ESTATE PROGRAMS (UNAUDITED)

There were no sales or other disposals of properties by Prior Real Estate Programs sponsored by SRA or its affiliates during the most recent three years ended December 31, 2024. This information relates only to programs with investment objectives similar to this program.