August 1, 2014

Dear Stockholder:

I am writing to you on behalf of the board of directors (the "Board") of Strategic Storage Trust, Inc. (the "Company") to notify you about an unsolicited tender offer being made for your shares of the Company's common stock by a third party in what we believe is an opportunistic attempt to purchase your shares at a low share price.

Coastal Realty Business Trust and MacKenzie Capital Management, LP (together, the "Offerors") have made an unsolicited tender offer to all of our stockholders (the "Offer"). You may have already received the Offer materials of the Offerors and may also have seen information on a Schedule TO filed by the Offerors with the Securities and Exchange Commission (the "SEC") on July 18, 2014. The Offerors are offering to purchase up to an aggregate of 3,000,000 shares of the Company's common stock at a price of $7.25 per share (the "Shares").

As discussed below, the Board unanimously recommends that the Company's stockholders reject the Offer and not tender their Shares pursuant to the Offer.

The following are the material factors considered by the Board in evaluating the Offer:

(1) the Board's significant knowledge of each of the Company's assets based, in part, upon the review associated with the approval of each acquisition by the Company;

(2) the historical financial data disclosed on the Company's Form 10-Q and Form 10-K filings over the past few quarters and the positive trends shown in that financial data, including the following same-store operating results:

- Same-store revenue growth of 7.6% for the quarter ended March 31, 2014;
- Same-store net operating income growth of 8.1% for the quarter ended March 31, 2014;
- Same-store revenue growth of 9.1% for the year ended December 31, 2013;
- Same-store net operating income growth of 17.2% for the year ended December 31, 2013;
- Same-store average physical occupancy growth of 3% for the quarter ended March 31, 2014; and
- Same-store average physical occupancy growth of 5% for the year ended December 31, 2013.

(3) the Board's discussions with management related to the future of the Company, including on-going discussions and negotiations relating to a potential self-administration transaction in which the

Company would potentially acquire substantially all of the operating assets of Strategic Storage Holdings, LLC, the parent company of the Company's advisor and property manager, and potential liquidity strategies;

(4) the Offerors state that they "arrived at the $7.25 Offer Price by applying a liquidity discount to the Corporation's estimated per share value", but they do not provide any analysis of how they arrived at the liquidity discount or the $7.25 Offer Price;

(5) the $7.25 Offer Price proposed by the Offerors is significantly lower than the Company's estimated net asset value per Share of $10.79 as of December 31, 2011, especially in light of the fact that the Company is currently in the process of updating its estimated net asset value at an amount per share that would be anticipated to substantiate the belief that the Offerors' $7.25 Offer Price is too low; and

(6) the Board believes that the Offer Price represents an opportunistic attempt by the Offerors to purchase Shares at a low price and make a significant profit for themselves, thereby depriving the stockholders who tender Shares of the potential opportunity to realize the full long-term value of their investment in the Company.

Each stockholder must independently evaluate whether to tender his or her shares of the Company's common stock to the Offerors pursuant to the Offer. Enclosed is a copy of a Solicitation/Recommendation Statement on Schedule 14D-9, which we filed with the SEC on August 1, 2014 (the "Schedule 14D-9") in response to the Offer. The Schedule 14D-9 provides additional information for you. Please take the time to read it before making your decision.

In short, since we have suspended our share redemption program, the Offerors are attempting to exploit the lack of liquidity of your shares by buying them at a substantial discount. For the reasons set forth above, we recommend that you not tender your Shares in the Offer. However, the Board understands that you must make your own independent decision. We encourage you to consult with your financial advisor.

To accept the Offer, follow the instructions in the Offer materials. To reject the Offer, simply ignore it; you do not need to respond to anything. If you have already agreed to tender your shares pursuant to the Offer, you may withdraw your acceptance of the Offer by notifying the Offerors at any time prior to the termination of the Offer.

Should you have any questions or need further information about your options, please feel free to contact Strategic Storage Trust, Inc., 111 Corporate Drive, Suite 120, Ladera Ranch, California 92694, Attention: Investor Services (telephone number: (866) 418-5144).

Sincerely,

H. Michael Schwartz
Chief Executive Officer and Chairman of the Board of Directors

Cautionary Note Regarding Forward-Looking Statements

Certain statements contained in this letter, other than historical facts, may be considered forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We

intend for all such forward-looking statements to be covered by the applicable safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act and Section 21E of the Exchange Act, as applicable. Such statements include, in particular, statements about our plans, strategies, and prospects and are subject to certain risks and uncertainties, including known and unknown risks, which could cause actual results to differ materially from those projected or anticipated. Therefore, such statements are not intended to be a guarantee of our performance in future periods. Such forward-looking statements can generally be identified by our use of forward-looking terminology such as "may," "will," "expect," "intend," "anticipate," "estimate," "believe," "continue," or other similar words. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this letter. We cannot guarantee the accuracy of any such forward-looking statements contained in this letter, and we do not intend to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Any forward-looking statements are subject to risks, uncertainties, and other factors and are based on a number of assumptions involving judgments with respect to, among other things, future economic, competitive, and market conditions, all of which are difficult or impossible to predict accurately. To the extent that our assumptions differ from actual results, our ability to meet such forward-looking statements, including our ability to generate positive cash flow from operations and provide distributions to stockholders, and our ability to find suitable investment properties, may be significantly hindered. See the risk factors identified in the "Risk Factors" section of our Annual Report on Form 10-K for the year ended December 31, 2013, as filed with the Securities and Exchange Commission, for a discussion of some, although not all, of the risks and uncertainties that could cause actual results to differ materially from those presented in our forward-looking statements.

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

SCHEDULE 14D-9

SOLICITATION/RECOMMENDATION STATEMENT UNDER SECTION 14(d)(4) OF THE SECURITIES EXCHANGE ACT OF 1934

STRATEGIC STORAGE TRUST, INC.

(Name of Subject Company)

STRATEGIC STORAGE TRUST, INC.

(Name of Person Filing Statement)

Common Stock, Par Value $0.001 Per Share
(Title of Class of Securities)

N/A
(CUSIP Number of Class of Securities)

H. Michael Schwartz
Chief Executive Officer
Strategic Storage Trust, Inc.
111 Corporate Drive, Suite 120
Ladera Ranch, California 92694
(877) 327-3485
(Name, address and telephone number of person authorized to receive notices and communications on behalf of the persons filing statement)

Copies to:

Michael K. Rafter, Esq.
Baker, Donelson, Bearman, Caldwell and Berkowitz, PC
3414 Peachtree Road
Suite 1600
Atlanta, Georgia 30326
(404) 577-6000

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

INTRODUCTION

This Solicitation/Recommendation Statement relates to a tender offer (the "Tender Offer") by Coastal Realty Business Trust and MacKenzie Capital Management, LP (the "Offerors") to acquire up to 3,000,000 shares of the outstanding shares of common stock, par value $0.001 per share (the "Shares") of Strategic Storage Trust, Inc., a Maryland corporation (the "Company") at a purchase price of $7.25 per share (the "Offer Price") in cash, upon the terms and subject to the conditions set forth in the Tender Offer Statement on Schedule TO filed by the Offerors with the Securities and Exchange Commission (the "SEC") on July 18, 2014 (the "Schedule TO").

As discussed below, the Board of Directors of the Company (the "Board of Directors") unanimously recommends that the Company's stockholders reject the Tender Offer and not tender their Shares pursuant to the Tender Offer.

Item 1. Subject Company Information.

(a) The Company's name and the address and telephone number of its principal executive office is as follows:

Strategic Storage Trust, Inc.
111 Corporate Drive, Suite 120
Ladera Ranch, California 92694
(877) 327-3485

(b) The title of the class of equity securities to which this Schedule 14D-9 relates is the Company's common stock, of which there were 57,027,784 shares outstanding as of June 30, 2014.

Item 2. Identity and Background of Filing Person.

(a) The Company is the person filing this Schedule 14D-9. The Company's name, address and business telephone number are set forth in Item 1(a) above, which information is incorporated herein by reference.

(d) This Schedule 14D-9 relates to the Tender Offer by the Offerors pursuant to which the Offerors have offered to acquire, subject to certain terms and conditions, up to 3,000,000 Shares at a purchase price of $7.25 per share. The Tender Offer is on the terms and subject to the conditions described in the Schedule TO. The value of the consideration offered, together with all of the terms and conditions applicable to the tender offer, is referred to in this Schedule 14D-9 as the "Tender Offer." Unless the Exchange Offer is extended, it will expire on September 4, 2014.

According to the Offerors' Schedule TO, the business address and telephone number for the Offerors is 1640 School Street, Moraga, California, 94556, (800) 854-8357.

Item 3. Past Contacts, Transactions, Negotiations and Agreements.

(d) To the knowledge of the Company, as of the date of this Schedule 14D-9, there are no material agreements, arrangements or understandings or any actual or potential conflicts of interest between the Company or its affiliates and (i) the Offerors and their executive officers, directors or affiliates or (ii) the executive officers, directors or affiliates of the Company, except for (A) the potential self-administration transaction discussed in Item 4(b) below, and (B) the agreements, arrangements or understandings and actual or potential conflicts of interest discussed in the section entitled "Risk Factors – Risks Related to Conflicts of Interest" contained in Item 1A. of the Company's Annual Report on Form 10-K for the year

ended December 31, 2013, filed with the SEC on March 31, 2014 and incorporated herein by reference, and Note 7, Related Party Transactions, and Note 12, Subsequent Events, of the Notes to Consolidated Financial Statements for the Year Ended December 31, 2013 contained in such Form 10-K. The Annual Report on Form 10-K referred to above was previously delivered to all stockholders and is available for free on the SEC's website at www.sec.gov.

Item 4. The Solicitation or Recommendation.

(a) Solicitation or Recommendation.

The Board of Directors of the Company, at a telephonic meeting held on July 30, 2014, evaluated and assessed the terms of the Tender Offer, as well as other relevant facts and information. At such meeting, the Board unanimously determined that the Tender Offer was not in the best interests of the stockholders of the Company and concluded to recommend that the Company's stockholders reject the Tender Offer and not tender their Shares to the Offerors pursuant to the Tender Offer.

Accordingly, the Board of Directors unanimously recommends that the Company's stockholders reject the Tender Offer and not tender their Shares pursuant to the Tender Offer.

(b) Reasons for the Recommendation.

In reaching the conclusions and in making the recommendation described above, the Board of Directors: (i) consulted with the Company's management and Strategic Storage Trust Advisor, LLC, the Company's advisor, as well as the Company's legal advisors; (ii) reviewed the Schedule TO of the Offerors; (iii) relied upon other information relating to the Company's historical financial performance, portfolio of properties and future opportunities; (iv) evaluated various relevant and material factors in light of the Board's knowledge of the business, financial condition, portfolio of properties, and future prospects of the Company; and (v) took into account the fact that the Offerors are making the offer for investment purposes and with the intention of making a profit from the ownership of the Shares.

The following were the main factors considered by the Board:

(1) the Board's significant knowledge of each of the Company's assets based, in part, upon the review associated with the approval of each acquisition by the Company;

(2) the historical financial data disclosed on the Company's Form 10-Q and Form 10-K filings over the past few quarters and the positive trends shown in that financial data, including the following same-store operating results:

- Same-store revenue growth of 7.6% for the quarter ended March 31, 2014;
- Same-store net operating income growth of 8.1% for the quarter ended March 31, 2014;
- Same-store revenue growth of 9.1% for the year ended December 31, 2013;
- Same-store net operating income growth of 17.2% for the year ended December 31, 2013;
- Same-store average physical occupancy growth of 3% for the quarter ended March 31, 2014; and

- Same-store average physical occupancy growth of 5% for the year ended December 31, 2013.

(3) the Board's discussions with management related to the future of the Company, including on-going discussions and negotiations relating to a potential self-administration transaction in which the Company would potentially acquire substantially all of the operating assets of Strategic Storage Holdings, LLC, the parent company of the Company's advisor and property manager, and potential exit strategies;

(4) the Offerors state that they "arrived at the $7.25 Offer Price by applying a liquidity discount to the Corporation's estimated per share value", but they do not provide any analysis of how they arrived at the liquidity discount or the $7.25 Offer Price;

(5) the $7.25 Offer Price proposed by the Offerors is significantly lower than the Company's estimated net asset value per Share of $10.79 as of December 31, 2011, especially in light of the fact that the Company is currently in the process of updating its estimated net asset value at an amount per share that would be anticipated to substantiate the belief that the Offeror's $7.25 Offer Price is too low; and

(6) the Board believes that the Offer Price represents an opportunistic attempt by the Offerors to purchase Shares at a low price and make a significant profit for themselves, thereby depriving the stockholders who tender Shares of the potential opportunity to realize the full long-term value of their investment in the Company.

The foregoing discussion of the information and factors considered by the Board of Directors, and the recommendation of the Board of Directors, is not meant to be exhaustive. The members of the Board of Directors evaluated various factors in light of their knowledge of the business, financial condition, assets, and prospects of the Company. The recommendation of the Board of Directors was made after considering the totality of the information and factors involved.

Based upon the reasons considered above, the Board of Directors has unanimously determined that the terms of the Tender Offer are not advisable and are not in the best interests of the Company or its stockholders.

(c) Intent to Tender.

To the best knowledge of the Company, none of the Company's directors, executive officers, affiliates or subsidiaries currently intends to tender Shares held of record or beneficially by such person for purchase pursuant to the Tender Offer.

Item 5. Person/Assets, Retained, Employed, Compensated or Used.

(a) Not applicable.

Item 6. Interest in Securities of the Subject Company.

(b) During the past sixty days, no transactions with respect to Shares have been effected by the Company or, to the Company's knowledge, its executive officers, directors, affiliates or subsidiaries, except as follows:

Name	Date of Transaction	Number of Units	Price per Unit	Nature of Transaction
Harold “Skip” Perry	June 16, 2014 July 15, 2014	46.2760 45.0310 91.3070 (Total)	$10.25	DRP shares
Timothy S. Morris	June 16, 2014 July 15, 2014	45.9580 44.7310 90.6890 (Total)	$10.25	DRP shares
H. Michael Schwartz	June 16, 2014 July 15, 2014	0.1160 0.1130 0.2290 (Total)	$10.25	DRP shares

Item 7. Purposes of the Transaction and Plans or Proposals.

(d) The Company has not undertaken and is not engaged in any negotiations in response to the Tender Offer which relate to: (i) a tender offer or other acquisition of the Company’s securities by the Company, any of its subsidiaries or any other person; (ii) an extraordinary transaction, such as a merger, reorganization or liquidation involving the Company or any of its subsidiaries; (iii) a purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries; or (iv) any material change in the present distribution rate or policy, or indebtedness or capitalization of the Company. Additionally, there is no transaction, board resolution, agreement in principle, or signed contract in response to the Tender Offer which relates to or would result in one or more of the foregoing matters.

Item 8. Additional Information.

(b) Certain statements contained in this Schedule 14D-9, other than historical facts, may be considered forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Company intends for all such forward-looking statements to be covered by the applicable safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act and Section 21E of the Exchange Act, as applicable. Such statements include, in particular, statements about the Company’s plans, strategies, and prospects and are subject to certain risks and uncertainties, including known and unknown risks, which could cause actual results to differ materially from those projected or anticipated. Therefore, such statements are not intended to be a guarantee of the Company’s performance in future periods. Such forward-looking statements can generally be identified by the Company’s use of forward-looking terminology such as “may,” “will,” “expect,” “intend,” “anticipate,” “estimate,” “believe,” “continue,” or other similar words. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date this report is filed with the Securities and Exchange Commission. The Company cannot guarantee the accuracy of any such forward-looking statements contained in this Schedule 14D-9, and the Company does not intend to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Any such forward-looking statements are subject to risks, uncertainties, and other factors and are based on a number of assumptions involving judgments with respect to, among other things, future economic, competitive, and market conditions, all of which are difficult or impossible to predict accurately. To the extent that the Company’s assumptions differ from actual results, the Company’s ability to meet such forward-looking statements, including the Company’s ability to generate positive cash flow from operations and provide distributions to stockholders, and the Company’s ability to find suitable investment properties, may be significantly hindered.

Some of the risks and uncertainties, although not all risks and uncertainties, which could cause actual results to differ materially from those presented in certain forward-looking statements are as follows:

- The Company has limited established financing sources and the Company cannot assure you that it will be successful in the marketplace.
- The Company has incurred operating losses to date, has an accumulated deficit and the Company's operations may not be profitable in 2014.
- To date, the Company has paid distributions from sources other than cash flow from operations; therefore, the Company will have fewer funds available for the acquisition of properties, and stockholders' overall return may be reduced.
- There is currently no public trading market for the Company's shares and there may never be one; therefore, it will likely be difficult for stockholders to sell their shares.
- In determining the Company's estimated net asset value per share, the Company primarily relied upon a valuation of its portfolio of properties as of December 31, 2011. Valuations and appraisals of the Company's properties are estimates of fair value and may not necessarily correspond to realizable value upon the sale of such properties, therefore the Company's estimated net asset value per share may not reflect the amount that would be realized upon a sale of each of the Company's properties.
- The Company's ability to operate profitably will depend upon the ability of the Company's advisor to efficiently manage the Company's day-to-day operations and the ability of the Company's property manager to effectively manage the Company's properties.
- The Company does not own or control the intellectual property rights to the "SmartStop® Self Storage" brand and other trademarks and intellectual property used by the Company in connection with its self storage facilities; therefore, the Company could potentially lose revenues and incur significant costs if it ceases to operate under this brand.
- The Company's advisor, property manager and their officers and certain of the Company's key personnel will face competing demands relating to their time, and this may cause the Company's operating results to suffer.
- The Company's advisor will face conflicts of interest relating to the incentive distribution structure under the Company's operating partnership agreement, which could result in actions that are not necessarily in the long-term best interests of the Company's stockholders.
- Payment of fees to the Company's advisor and its affiliates will reduce cash available for investment and distribution.
- Because the Company is focused on the self storage industry, the Company's rental revenues will be significantly influenced by demand for self storage space generally, and a decrease in such demand would likely have a greater adverse effect on the Company's rental revenues than if the Company owned a more diversified real estate portfolio.
- The Company will depend on the property manager's on-site personnel to maximize customer satisfaction at each of the Company's facilities, and any difficulties the property manager encounters in hiring, training and retaining skilled field personnel may adversely affect the Company's rental revenues.
- The Company may suffer reduced or delayed revenues for, or have difficulty selling, properties with vacancies.

- The Company may not be able to sell its properties at a price equal to, or greater than, the price for which the Company purchased such properties, which may lead to a decrease in the value of the Company's assets.
- Adverse economic conditions will negatively affect the Company's returns and profitability.
- If the Company breaches covenants under certain of its loans, the Company could be held in default under such loans, which could accelerate the Company's repayment date and materially adversely affect the value of a stockholder's investment in the Company.
- Failure to qualify as a REIT would adversely affect the Company's operations and ability to make distributions, as the Company would incur additional tax liabilities.
- Stockholders may have tax liability on distributions they elect to reinvest in the Company's common stock.
- There are special considerations that apply to pension or profit-sharing trusts or IRAs investing in the Company's shares which could cause an investment in the Company to be a prohibited transaction and could result in additional tax consequences.

Certain other factors that could cause actual results to differ materially from these forward-looking statements are listed from time to time in the Company's SEC reports, including, but not limited to, in the section entitled "Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2013, filed with the SEC on March 31, 2014 and incorporated herein by reference.

Item 9. Exhibits.

Exhibit	Description
(a)(1)*	Letter to Stockholders dated August 1, 2014.
(e)(1)**	Excerpt from Strategic Storage Trust, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013, filed with the SEC on March 30, 2014.

* Included as the cover page to this Solicitation/Recommendation Statement on Schedule 14D-9 and filed herewith.

** Incorporated by reference as provided in Items 3 and 8 hereto.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

STRATEGIC STORAGE TRUST, INC.

By: /s/ H. Michael Schwartz
H. Michael Schwartz
Chief Executive Officer

Date: August 1, 2014

EXHIBIT INDEX

Exhibit	Description
(a)(1)*	Letter to Stockholders dated August 1, 2014.
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* Included as the cover page to this Solicitation/Recommendation Statement on Schedule 14D-9 and filed herewith.

** Incorporated by reference as provided in Items 3 and 8 hereto.

Exhibit (e)(1)

Excerpt from Item 1A of the Company's Annual Report on Form 10-K for the year ended December 31, 2013:

Risks Related to Conflicts of Interest

Our Advisor, Property Manager and their officers and certain of our key personnel will face competing demands relating to their time, and this may cause our operating results to suffer.

Our Advisor, Property Manager and their officers and certain of our key personnel and their respective affiliates are key personnel, advisors, managers and sponsors of other real estate programs having investment objectives and legal and financial obligations similar to ours, including Strategic Storage Trust II, Inc., a publicly registered non-traded REIT, and Strategic Storage Growth Trust, Inc., a non-traded REIT in the registration process, both of which are sponsored by an affiliate of our Sponsor, and may have other business interests as well. Because these persons have competing demands on their time and resources, they may have conflicts of interest in allocating their time between our business and these other activities. During times of intense activity in other programs and ventures, they may devote less time and fewer resources to our business than is necessary or appropriate. If this occurs, the returns on our stockholders' investments may suffer.

Our officers and one of our directors face conflicts of interest related to the positions they hold with affiliated entities, which could hinder our ability to successfully implement our investment objectives and to generate returns to our stockholders.

Our executive officers and one of our directors are also officers of our Advisor, our Property Manager, and other affiliated entities, including Strategic Storage Trust II, Inc., a publicly registered non-traded REIT, and Strategic Storage Growth Trust, Inc., a non-traded REIT in the registration process, both of which are sponsored by an affiliate of our Sponsor. As a result, these individuals owe fiduciary duties to these other entities and their owners, which fiduciary duties may conflict with the duties that they owe to our stockholders and us. Their loyalties to these other entities could result in actions or inactions that are detrimental to our business, which could harm the implementation of our investment objectives. Conflicts with our business and interests are most likely to arise from involvement in activities related to (1) allocation of new investments and management time and services between us and the other entities, (2) our purchase of properties from, or sale of properties to, affiliated entities, (3) the timing and terms of the investment in or sale of an asset, (4) development of our properties by affiliates, (5) investments with affiliates of our Advisor, (6) compensation to our Advisor, and (7) our relationship with our dealer manager and Property Manager. If we do not successfully implement our investment objectives, we may be unable to generate cash needed to make distributions to our stockholders and to maintain or increase the value of our assets.

Our Advisor will face conflicts of interest relating to the purchase of properties, and such conflicts may not be resolved in our favor, which could adversely affect our investment opportunities.

We may be buying properties at the same time as one or more of the other programs managed by officers and key personnel of our Advisor, including Strategic Storage Trust II, Inc. a publicly registered non-traded REIT, and Strategic Storage Growth Trust, Inc., a non-traded REIT in the registration process, both of which are sponsored by an affiliate of our Sponsor. As of December 31, 2013, our Advisor and its affiliates are actively involved in eight other real estate programs (two of which invest in or own self storage properties) that may compete with us or otherwise have similar business interests. Our Advisor and our Property Manager will have conflicts of interest in allocating potential properties, acquisition expenses, management time, services and other functions between various existing enterprises or future enterprises with which they may be or become involved. There is a risk that our Advisor will choose a property that provides lower returns to us than a property purchased by another program sponsored by our Sponsor. We cannot be sure that officers and key personnel acting on behalf of our Advisor and on behalf of these other programs will act in our best interests when deciding whether to allocate any particular property to us. Such conflicts that are not resolved in our favor could result in a reduced level of distributions we may be able to pay to our stockholders and a reduction in the value of our stockholders' investments. If our Advisor or its affiliates breach their legal or other obligations or duties to us, or do not resolve conflicts of interest in the appropriate manner, we may not meet our investment objectives, which could reduce the expected cash available for distribution to our stockholders and the value of our stockholders' investments.

We may face a conflict of interest if we purchase properties from affiliates of our Advisor.

In the past, we completed two mergers with private real estate investment trusts sponsored by our Sponsor. During 2010 we increased our ownership from 3.05% to 19.75% in Self Storage I DST, a DST sponsored by our Sponsor. We subsequently acquired the remaining interests in Self Storage I DST, such that we owned 100% of the interests as of February 2011. In 2012 we also acquired all of the interests in Madison County Self Storage DST, a DST sponsored by our Sponsor, such that we owned 100% of the interests as of December 28, 2012. During 2013, we also acquired all of the interests in Southwest Colonial, DST ("Colonial DST"), a DST sponsored by our Sponsor, such that we owned 100% of the interests as of November 1, 2013. We may purchase properties from one or more affiliates of our Advisor in the future. A conflict of interest may exist if such acquisition occurs. The business interests of our Advisor and its affiliates may be adverse to, or to the detriment of, our interests. Additionally, the prices we pay to affiliates of our Advisor for our properties may be equal to, or in excess of, the prices paid by them plus the costs incurred by them relating to the acquisition and financing of the properties. These prices will not be the subject of arm's-length negotiations, which could mean that the acquisitions may be on terms less favorable to us than those negotiated in an arm's-length transaction. Even though we will use an independent third-party appraiser to determine fair market value when acquiring properties from our Advisor and its affiliates, we may pay more for particular properties than we would have in an arm's-length transaction, which would reduce our cash available for investment in other properties or distribution to our stockholders.

Furthermore, because any agreement that we enter into with affiliates of our Advisor will not be negotiated in an arm's-length transaction, and as a result of the affiliation between our Advisor and its affiliates, our Advisor may be reluctant to enforce the agreements against such entities. Our nominating and corporate governance committee of our board of directors approved all of the transactions discussed above and will approve all future transactions between us and our Advisor and its affiliates.

Our Advisor will face conflicts of interest relating to the incentive distribution structure under our operating partnership agreement, which could result in actions that are not necessarily in the long-term best interests of our stockholders.

Pursuant to our operating partnership agreement, our Advisor and its affiliates will be entitled to distributions that are structured in a manner intended to provide incentives to our advisor to perform in our best interests and in the best interests of our stockholders. The amount of such compensation has not been determined as a result of arm's-length negotiations, and such amounts may be greater than otherwise would be payable to independent third parties. However, because our Advisor does not maintain a significant equity interest in us and is entitled to receive substantial minimum compensation regardless of performance, our Advisor's interests will not be wholly aligned with those of our stockholders. In that regard, our Advisor could be motivated to recommend riskier or more speculative investments in order for us to generate the specified levels of performance or sales proceeds that would entitle our Advisor to distributions. In addition, our Advisor's entitlement to distributions upon the sale of our assets and to participate in sale proceeds could result in our Advisor recommending sales of our investments at the earliest possible time at which sales of investments would produce the level of return that would entitle our Advisor to compensation relating to such sales, even if continued ownership of those investments might be in our best long-term interest.

Our operating partnership agreement will require us to pay a performance-based distribution to our Advisor in the event that we terminate our Advisor prior to the listing of our shares for trading on an exchange or, absent such listing, in respect of its participation in net sale proceeds, or in the event of an Extraordinary Transaction, as such term is defined in our operating partnership agreement. To avoid paying this distribution, our board of directors may decide against terminating the advisory agreement prior to our listing of our shares or disposition of our investments even if, but for the distribution, termination of the advisory agreement would be in our best interest. In addition, the requirement to pay the distribution to our Advisor at termination could cause us to make different investment or disposition decisions than we would otherwise make in order to satisfy our obligation to pay the distribution to the terminated Advisor.

As our board of directors engages in the process of determining which liquidity event, if any, is in the best interests of us and our stockholders, our Advisor may not agree with the decision of our board as to which liquidity event, if any, we should pursue. If there is a substantial difference in the amount of the subordinated distribution our Advisor may receive for each liquidity event, our Advisor may prefer a liquidity event with a higher subordinated

distribution. If our board of directors decides to list our shares for trading on an exchange, our board may also decide to merge with our Advisor in anticipation of the listing process. Such merger may result in substantial compensation to our Advisor which may create certain conflicts.

Our Advisor will face conflicts of interest relating to joint ventures that we may form with affiliates of our Advisor, which conflicts could result in a disproportionate benefit to other joint venture partners at our expense.

We may enter into joint ventures with other programs sponsored by our Sponsor for the acquisition, development or improvement of properties. Our Advisor may have conflicts of interest in determining which program should enter into any particular joint venture agreement. The co-venturer may have economic or business interests or goals that are or may become inconsistent with our business interests or goals. In addition, our Advisor may face a conflict in structuring the terms of the relationship between our interests and the interest of the affiliated co-venturer and in managing the joint venture. Since our Advisor and its affiliates will control both the affiliated co-venturer and, to a certain extent, us, agreements and transactions between the co-venturers with respect to any such joint venture will not have the benefit of arm's-length negotiation of the type normally conducted between unrelated co-venturers, which may result in the co-venturer receiving benefits greater than the benefits that we receive. In addition, we may assume liabilities, related to the joint venture, that exceed the percentage of our investment in the joint venture, and this could reduce the returns on our stockholders' investments.

There is no separate counsel for us and our affiliates, which could result in conflicts of interest.

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (Baker Donelson) acts as legal counsel to us and also represents our Sponsor, Advisor and some of their affiliates. There is a possibility in the future that the interests of the various parties may become adverse and, under the code of professional responsibility of the legal profession, Baker Donelson may be precluded from representing any one or all of such parties. If any situation arises in which our interests appear to be in conflict with those of our Advisor or its affiliates, additional counsel may be retained by one or more of the parties to assure that their interests are adequately protected. Moreover, should a conflict of interest not be readily apparent, Baker Donelson may inadvertently act in derogation of the interest of the parties, which could affect our ability to meet our investment objectives.

Excerpt from Note 7, Related Party Transactions, of the Notes to Consolidated Financial Statements for the Year Ended December 31, 2013 contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2013:

Note 7. Related Party Transactions

Fees to Affiliates

Our Advisory Agreement with our Advisor and dealer manager agreement ("Dealer Manager Agreement") with our Dealer Manager entitle our Advisor and our Dealer Manager to specified fees upon the provision of certain services with regard to the Offering and investment of funds in real estate properties, among other services, as well as reimbursement for organizational and offering costs incurred by our Advisor on our behalf and reimbursement of certain costs and expenses incurred by our Advisor in providing services to us.

Organization and Offering Costs

Organization and offering costs of the Offering may be paid by our Advisor on our behalf and will be reimbursed to our Advisor from the proceeds of the Offering. Organization and offering costs consist of all expenses (other than sales commissions and the dealer manager fee) to be paid by us in connection with the Offering, including our legal, accounting, printing, mailing and filing fees, charges of our escrow holder and other accountable offering expenses, including, but not limited to, (i) amounts to reimburse our Advisor for all marketing related costs and expenses such as salaries and direct expenses of employees of our Advisor and its affiliates in connection with registering and marketing our shares; (ii) technology costs associated with the Offering; (iii) our costs of conducting our training and education meetings; (iv) our costs of attending retail seminars conducted by participating broker-dealers; and (v) payment or reimbursement of bona fide due diligence expenses. Our Advisor must reimburse us within 60 days after the end of the month which the Offering terminates to the extent we paid or reimbursed

organization and offering costs (excluding sales commissions and dealer manager fees) in excess of 3.5% of the gross offering proceeds from the Primary Offering. Subsequent to the termination of our Offering on September 22, 2013, we have determined that organization and offering costs did not exceed 3.5% of the gross proceeds from the Primary Offering.

Advisory Agreement

We currently do not have any employees. Our Advisor is primarily responsible for managing our business affairs and carrying out the directives of our board of directors. Our Advisor receives various fees and expenses under the terms of our Advisory Agreement. As discussed above, we are required under our Advisory Agreement to reimburse our Advisor for organization and offering costs; provided, however, our Advisor must reimburse us within 60 days after the end of the month in which the Offering terminates to the extent we paid or reimbursed organization and offering costs (excluding sales commissions and dealer manager fees) in excess of 3.5% of the gross offering proceeds from the Primary Offering. Subsequent to the termination of our Offering on September 22, 2013, we have determined that organizational and offering costs did not exceed 3.5% of the gross proceeds from the Primary Offering. Our Advisory Agreement also requires our Advisor to reimburse us to the extent that offering expenses, including sales commissions, dealer manager fees and organization and offering expenses, are in excess of 15% of gross proceeds from the Offering. Subsequent to the termination of our Offering on September 22, 2013, we have determined that these expenses did not exceed 15% of gross proceeds from the Offering. Our Advisor receives acquisition fees equal to 2.5% of the contract purchase price of each property we acquire plus reimbursement of any acquisition expenses the Advisor incurs. Our Advisor also receives a monthly asset management fee equal to one-twelfth of 1.0% of the average of the aggregate asset value, as defined, of our assets, excluding those properties acquired through our mergers with REIT I and REIT II and the SS I, DST, Madison DST and Colonial DST acquisitions; provided, however, that if the average of the aggregate asset value, as defined, of our assets exceeds $500 million, the monthly asset management fee shall be reduced to one-twelfth of 0.75% of the average of the aggregate asset value, as defined, of those assets exceeding $500 million unless our modified funds from operations (as defined in the Advisory Agreement), including payment of the fee, is greater than 100% of our distributions in any month (see footnote (2) in the following table for a discussion of the Advisor's permanent waiver of certain asset management fees). The monthly asset management fees for our properties acquired through our mergers with REIT I and REIT II and the SS I, DST, Madison DST and Colonial DST acquisitions are equal to 2.0% of the gross revenues from the properties and are paid to affiliates of our Sponsor. Under our Advisory Agreement, and our articles of incorporation, as amended, our Advisor may receive disposition fees in an amount equal to the lesser of (i) 3.0% of the contract sale price for each property we sell, or (ii) one-half of the competitive real estate commission, as long as our Advisor provides substantial assistance in connection with the sale. The disposition fees paid to our Advisor are subordinated to the receipt of our stockholders of a 6% cumulative, non-compounded, annual return on such stockholders' invested capital. The total real estate commissions paid (including disposition fee paid to our Advisor) may not exceed the lesser of a competitive real estate commission or an amount equal to 6.0% of the contract sale price of the property. Our Advisor may also be entitled to various subordinated fees if we (1) list our shares of common stock on a national exchange, (2) terminate our Advisory Agreement, or (3) liquidate our portfolio, as described in the advisory agreement.

The advisors of REIT I and REIT II are entitled to various fees related to their properties if we (1) dispose of a property, (2) liquidate our portfolio, or (3) terminate their advisory agreement for cause.

Our Advisory Agreement provides for reimbursement of our Advisor's direct and indirect costs of providing administrative and management services to us (see footnote (1) in the following table for a discussion of the Advisor's permanent waiver of certain reimbursements for the nine months ended September 30, 2013, the year ended December 31, 2012 and the nine months ended December 31, 2011). Beginning October 1, 2009 (four fiscal quarters after the acquisition of our first real estate asset), our Advisor must pay or reimburse us the amount by which our aggregate annual operating expenses, as defined, exceed the greater of 2% of our average invested assets or 25% of our net income, as defined, unless a majority of our independent directors determine that such excess expenses were justified based on unusual and non-recurring factors. For any fiscal quarter for which total operating expenses for the 12 months then ended exceed the limitation, we will disclose this fact in our next quarterly report or within 60 days of the end of that quarter and send a written disclosure of this fact to our stockholders. In each case, the disclosure will include an explanation of the factors that the independent directors considered in arriving at the

conclusion that the excess expenses were justified. For the 12 months ended December 31, 2013, our aggregate annual operating expenses, as defined, did not exceed the thresholds described above.

On September 27, 2012, we entered into a Second Amended and Restated Advisory Agreement (the "Amended Advisory Agreement") with our Advisor. The material terms of the Advisory Agreement were not changed. However, certain provisions were added, the most significant of which was a provision restricting us, during the term of the Amended Advisory Agreement and for a period of two years after the termination of the Amended Advisory Agreement, from soliciting or hiring any employee of, or person performing services on behalf of, our Advisor.

On March 28, 2014, in a series of related transactions, we entered into an amended and restated advisory agreement and an amended and restated limited partnership agreement, and REIT I and REIT II entered into amendments to their respective operating partnership agreements. See Note 12.

Dealer Manager Agreement

During the term of our Offering, our Dealer Manager received a sales commission of up to 7.0% of gross proceeds from sales in the Primary Offering and a dealer manager fee equal to up to 3.0% of gross proceeds from sales in the Primary Offering under the terms of our Dealer Manager Agreement. Our Dealer Manager entered into participating dealer agreements with certain other broker-dealers which authorized them to sell our shares. Upon sale of our shares by such broker-dealers, our Dealer Manager re-allowed all of the sales commissions paid in connection with sales made by these broker-dealers. Our Dealer Manager was also permitted to re-allow to these broker-dealers a portion of the 3.0% dealer manager fee as marketing fees, reimbursement of certain costs and expenses of attending training and education meetings sponsored by our Dealer Manager, payment of attendance fees required for employees of our Dealer Manager or other affiliates to attend retail seminars and public seminars sponsored by these broker-dealers, or to defray other distribution related expenses. Our Dealer Manager also received reimbursement of bona fide due diligence expenses; however, to the extent these due diligence expenses cannot be justified, any excess over actual due diligence expenses will be considered underwriting compensation subject to a 10% FINRA limitation and, when aggregated with all other non-accountable expenses, may not exceed 3% of gross offering proceeds from sales in the Primary Offering. The Dealer Manager Agreement terminated upon the termination of our Offering.

Our dealer manager agreement with our prior dealer manager for our Initial Offering was substantially equivalent to the terms described above.

Affiliated Dealer Manager

Our chief executive officer owns, through a wholly-owned limited liability company, a 15% non-voting equity interest in our Dealer Manager.

Property Management Agreement

Our Property Manager receives a fee for its services in managing our properties, generally equal to 6% of the gross revenues from the properties plus reimbursement of the direct costs of managing the properties under our property management agreement. In the event that our Property Manager assists with the development or redevelopment of a property, we may pay a separate market-based fee for such services. As a condition of the REIT II merger transaction, our Property Manager agreed to waive the monthly property management fees for the REIT II properties until the FFO, as defined in the merger agreement, of those properties reached $0.70 per share (which threshold was met in the three months ended March 31, 2013). During the year ended December 31, 2013, property management fees of approximately $217,000 were recorded relative to the REIT II properties.

On September 27, 2012, our board of directors approved revisions to our property management agreements that will be entered into with respect to properties acquired after that date and will be entered into as our current property management agreements are renewed. These revisions include increasing the term to three years, with automatic three-year extensions; revising the property owner's obligation to reimburse the Property Manager for certain expenses; the addition of a construction management fee (as defined); the addition of a tenant insurance

administrative fee; adding a nonsolicitation provision; and adding a provision regarding the Property Manager's use of trademarks and other intellectual property owned by Strategic Storage Holdings, LLC.

Pursuant to the terms of the agreements described above, the following summarizes the related party costs incurred for the years ended December 31, 2013, 2012 and 2011:

	Year Ended December 31, 2013	Year Ended December 31, 2012	Year Ended December 31, 2011
Expensed			
Reimbursement of operating expenses [1]	$ 385,403	$ 33,476	$ 330,993
Asset management fees [2]	5,050,668	4,521,867	3,019,429
Property management fees [3] [4]	4,889,019	3,732,149	2,683,492
Acquisition expenses	1,869,974	2,415,200	5,706,838
Additional Paid-in Capital			
Selling commissions	7,215,235	7,402,084	5,798,197
Dealer Manager fee	3,092,243	3,172,322	2,484,942
Reimbursement of offering costs	344,055	487,235	555,839
Total	$ 22,846,597	$ 21,764,333	$ 20,579,730

(1) During the years ended December 31, 2013, 2012, and 2011, our Advisor permanently waived certain reimbursable indirect costs, primarily payroll and related overhead costs, related to administrative and management services, totaling approximately $975,000, $960,000 and $740,000, respectively. Such amounts were waived permanently and accordingly, will not be paid to our Advisor. Such reimbursable indirect costs were not waived by the Advisor during the three month periods ended December 31, 2013 and March 31, 2011 and totaled approximately $340,000 and $260,000 respectively.

(2) For the nine months ended September 30, 2013 our Advisor permanently waived asset management fees related to the Stockade Portfolio of approximately $525,000. During the three months ended December 31, 2013 such amounts were not waived and approximately $175,000 of such costs were recorded. During the year ended December 31, 2012, our Advisor permanently waived asset management fees related to the Stockade Portfolio and our Dufferin property totaling approximately $186,000 and $37,000, respectively. Such amounts were waived permanently and accordingly, will not be paid to our Advisor.

(3) During the years ended December 31, 2013, 2012 and 2011, property management fees include approximately $27,000 $100,000 and $60,000, respectively, of fees paid to the sub-property manager of our Canadian properties. Such sub-property management agreement was terminated effective March 31, 2013 at a cost of approximately $28,000.

(4) During the year ended December 31, 2013, our Property Manager permanently waived certain costs, reimbursements and fees, including construction management fees, tenant insurance administration fees, accounting administrative fees and expense reimbursements related to certain off-site property management employees. Such amounts totaled approximately $759,000, and were waived permanently and accordingly, will not be paid to our Property Manager.

As of December 31, 2013 and 2012, we had amounts due to affiliates totaling $1,741,518 and $2,282,344, respectively.

Tenant Reinsurance Program

Beginning in 2011, our Chairman of the Board of Directors, Chief Executive Officer and President, through certain entities, began participating in a tenant reinsurance program whereby tenants of our self storage facilities can purchase insurance to cover damage or destruction to their property while stored at our facilities. Such entities have invested in a Cayman Islands company (the "Reinsurance Company") that will reinsure a portion of the insurance required by the program insurer to cover the risks of loss at participating facilities in the program. The program

insurer provides fees (approximately 50% of the tenant premium paid) to us as owner of the facilities. The Reinsurance Company may be required to fund additional capital or entitled to receive distributions of profits depending on actual losses incurred under the program. For the years ended December 31, 2013, 2012 and 2011, we recorded revenue of approximately $1.6 million, $1.3 million and $0.4 million respectively, in connection with this tenant reinsurance program.

Storage Auction Program

During the second quarter of 2013, our Chairman of the Board of Directors, Chief Executive Officer and President, and our Senior Vice President — Property Management and the President of our property manager, purchased minority interests in a company (the "Auction Company") that serves as a web portal for self storage companies to post their auctions online instead of using live auctions conducted at the self storage facilities. Once the contents of a storage unit are sold at auction, we will pay the Auction Company a service fee based upon the sale price of the unit. Collectively, these officers own 18% of the voting interests in the Auction Company. For the year ended December 31, 2013, we incurred approximately $50,000, respectively, in auction fees with the Auction Company. On January 1, 2014, the Auction Company merged with another similar company. Such officers' collective ownership in the new combined company was reduced to approximately nine percent.

Excerpt from Note 12, Subsequent Events, of the Notes to Consolidated Financial Statements for the Year Ended December 31, 2013 contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2013:

Note 12. Subsequent Events

Entry into Third Amended and Restated Advisory Agreement, Second Amended and Restated Limited Partnership Agreement and Amendments to REIT I Operating Partnership Agreement and REIT II Operating Partnership Agreement

In conjunction with our exploration of the various strategic alternatives available to us, and in order to more closely align the interests of our Advisor with our stockholders and provide more clarity to the marketplace relating to the subordinated distributions available to our Advisor, on March 28, 2014, we entered into a Third Amended and Restated Advisory Agreement with our Advisor and our Operating Partnership and a Second Amended and Restated Limited Partnership Agreement with our Operating Partnership and our Advisor, and two of our wholly-owned subsidiaries entered into amendments to their respective operating partnership agreements.

Third Amended and Restated Advisory Agreement

On March 28, 2014, we entered into a Third Amended and Restated Advisory Agreement with our Advisor and our Operating Partnership, which amends and supersedes the Second Amended and Restated Advisory Agreement. Pursuant to the Third Amended and Restated Advisory Agreement, provisions related to various subordinated fees that would be due to our Advisor upon the occurrence of certain events have been removed from such agreement and are now included in the Second Amended and Restated Limited Partnership Agreement of our Operating Partnership. Additionally, our Operating Partnership is now a party to the Third Amended and Restated Advisory Agreement and has provided customary representations and warranties, and the provisions of the Second Amended and Restated Limited Partnership Agreement are incorporated into the Third Amended and Restated Advisory Agreement.

Operating Partnership Agreements

On March 28, 2014, we entered into a Second Amended and Restated Limited Partnership Agreement with our Operating Partnership and our Advisor, which amends and supersedes the First Amended and Restated Limited Partnership Agreement. In addition, on March 28, 2014, REIT I and USA Self Storage Advisor LLC, the advisor to REIT I, entered into an amendment to the Agreement of Limited Partnership of USA Self Storage Operating Partnership, LP (the "REIT I OP Agreement Amendment"), and REIT II and USA SS REIT II Advisor, LLC, the advisor to REIT II, entered into an amendment to the Agreement of Limited Partnership of USA SS REIT II Operating Partnership, L.P. (the "REIT II OP Agreement Amendment"). REIT I and REIT II are each wholly-owned by our Operating Partnership.

Pursuant to the Second Amended and Restated Limited Partnership Agreement, our Advisor and the advisors to REIT I and REIT II have each been granted a special limited partnership interest in our Operating Partnership and are each a party to the Second Amended and Restated Limited Partnership Agreement. In addition, provisions related to various subordinated fees that would be due to our Advisor upon the occurrence of certain events have been included in such agreement and are payable as distributions pursuant to our Advisor's special limited partnership interest. After giving effect to the Second Amended and Restated Limited Partnership Agreement, the REIT I OP Agreement Amendment, and the REIT II OP Agreement Amendment, our Advisor and the advisors to REIT I and REIT II may be entitled to receive various subordinated distributions, each of which are outlined further in the Second Amended and Restated Limited Partnership Agreement, the REIT I OP Agreement Amendment, and the REIT II OP Agreement Amendment, if we (1) list our shares of common stock on a national exchange, (2) terminate our advisory agreement, (3) liquidate our portfolio, or (4) enter into an Extraordinary Transaction, as defined in such agreements. In the case of each of the foregoing distributions, our Advisor's receipt of the distribution is subordinate to return of capital to our stockholders plus at least a 6% cumulative, non-compounded return, and our Advisor's share of the distribution is 5%, 10%, or 15%, depending on the return level to our stockholders. The receipt of the distribution by the advisors to REIT I and REIT II is subordinate to return of capital to the original REIT I and REIT II stockholders plus at least a 7% cumulative, non-compounded return, and such advisors' share of the distribution is 15%. In addition, our Advisor may be entitled to a one-time cash distribution in the event that we (1) list our shares of common stock on a national exchange, (2) liquidate our portfolio, or (3) enter into an Extraordinary Transaction resulting in a return to our stockholders in excess of an amount per share that will be determined by our independent directors. Such one-time cash distribution will be paid as part of the complete redemption of our Advisor's special limited partnership interest in our Operating Partnership and will be up to the aggregate amount of all unreturned and unreimbursed capital invested by our Advisor and its affiliates in us, our Operating Partnership, our Advisor and affiliates, relating in any way to our business or our Operating Partnership's business or any offering.