



We Store America's Goods!®

TRANSFER AND ASSIGNMENT OF SHARES

To: The DST Systems, Inc, as transfer agent for Strategic Storage Trust, Inc.:

For value received, _____, a resident of _____ (the "Transferor"), does hereby transfer and assign to _____ (the "Transferee"), _____ shares of common stock (the "Shares") of Strategic Storage Trust, Inc., a Maryland corporation (the "Company").

The Transferee hereby represents and warrants to the Company as follows:

- 1. Transferee has received a copy of the Company's Prospectus dated October 28, 2009, as supplemented (the "Prospectus"), and hereby acknowledges that the Company's annual reports on Form 10-K and quarterly reports on Form 10-Q are available at www.sec.gov.
2. Transferee has (a) a net worth (exclusive of home, home furnishings and automobiles) of \$250,000 or more; or (b) a net worth (as described above) of at least \$70,000 and had during the last tax year or estimate that Transferee will have during the current tax year a minimum of \$70,000 annual gross income; and (c) that Transferee meets the higher suitability requirements imposed by Transferee's state of primary residence as set forth in the Prospectus under "Suitability Standards" and that Transferee otherwise meets the applicable standards set forth in the Prospectus as they pertain to the state of Transferee's primary residence.

Transferee either complies with the applicable suitability standards directly, is purchasing in a fiduciary capacity for a Person meeting such standards, or is purchasing with funds directly or indirectly supplied by a donor who meets such standards.

- 3. Transferee understands that the assignability and transferability of the Shares will be governed by the articles of incorporation of the Company and all applicable laws as described in the Prospectus, and Transferee has adequate means of providing for his current needs and personal contingencies and has no need for liquidity in this investment.
4. Transferee has not acquired the Shares in violation of the Company's transfer restrictions that prevent a transferee from acquiring any Shares that would cause the transferee to own, directly or indirectly, either: (a) in excess of 9.8% of the Company's outstanding common stock; or (b) a number of Shares that would cause 50% or more of the Company's outstanding common stock to be held by five or fewer individuals.
5. Transferor and Transferee understand that (a) no transfer or assignment may be made of a fractional Share and no transfer or assignment may be made if, as a result of such transfer, the Transferor (other than one transferring all of his Shares) or the Transferee will own fewer than the minimum number of Shares required to be purchased under the "Suitability Standards" section on pages i and ii of the Prospectus, unless such transfer is made on behalf of a Retirement Plan, or such transfer is made by gift, inheritance, intra-family transfer, family dissolution, or to Affiliates; and (b) if Transferee's acquisition of Shares would cause Transferee's total investment in the Company to exceed 5% of the total outstanding Shares of the Company, then Transferee will be required to make certain filings with the Securities and Exchange Commission pursuant to Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act").
6. Transferee acknowledges that if Transferee participates in the Distribution Reinvestment Plan or makes subsequent purchases of shares of the Company, including purchases made pursuant to the Automatic Investment Program, Transferee agrees that, if Transferee fails to meet the suitability requirements for making an investment in shares or can no longer make the other representations or warranties set forth in this Transfer and Assignment, Transferee is required to promptly notify the Company and Transferee's Broker-Dealer in writing.
7. Transferee has reached the age of majority in his state of residence and is experienced in real estate investment and business matters.
8. Transferee acknowledges that (a) the Company is required by law to obtain, verify and record certain personal information from Transferee or persons on Transferee's behalf in order to establish the account, including name, date of birth, permanent residential address and social security/taxpayer identification number; (b) if Transferee does not provide the information, the Company may not be able to open Transferee's account; (c) by signing this Transfer and Assignment, Transferee agrees to provide this information and confirm that this information is true and correct; and (d) if the Company is unable to verify Transferee's identity, or that of another person(s) authorized to act on Transferee's behalf, or if the Company believes it has identified potentially criminal activity, the Company reserves the right to take action as it deems appropriate, which may include closing Transferee's account.

9. Transferee is buying the Shares for his own account or for the account or benefit of a member or members of his immediate family or in a fiduciary capacity for the account of another Person or entity and not as an agent for another.
10. Transferee is aware that there is no public market for the Shares, and accordingly, the investment in the Company is not liquid.
11. If Transferee is acting in a representative capacity for a corporation, pay internship, trust, or other entity, or as agent for any person or entity, Transferee has full authority to execute this Transfer and Assignment in such capacity.
12. If Transferee is purchasing the Shares transferred hereby in a fiduciary capacity, the representations and warranties shall be deemed to have been made on behalf of the person or persons for whom Transferee is so purchasing.
13. Transferor hereby constitutes and appoints Michael McClure, Chief Financial Officer of the Company, as Transferor's attorney in fact to transfer the said Shares on the books of the Company to Transferee with full power of substitution. The foregoing grant of authority (a) is a special power of attorney and coupled with an interest, and (b) is irrevocable and shall survive Transferee's death, dissolution or disability.
14. Transferee understands that (a) Transferee will not be admitted as a stockholder until a transfer has been accepted; (b) the acceptance process includes, but is not limited to, reviewing this Transfer and Assignment for completeness and signatures.
15. Transferee understands the meaning and legal consequences of the representations and warranties set forth above, and Transferee agrees to indemnify and hold harmless the Company from and against any and all loss, damage, claim, expense or liability (including, without limitation, court costs and attorneys fees and expenses) due to, or arising out of, a breach of representation or warranty of Transferee contained in this Transfer and Assignment. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by Transferee, Transferee does not thereby or in any other manner waive any rights granted to him under federal or state securities law.
16. Under penalties of perjury, Transferee certifies (a) that the number shown on this Transfer and Assignment is his correct taxpayer identification number, (b) that Transferee is not subject to backup withholding either because he has not been notified that he is subject to backup withholding as a result of a failure to report all interest or dividends, or because the Internal Revenue Service has notified Transferee that he is no longer subject to backup withholding under Section 3406(a)(1)(C) and (c) that Transferee is a U.S. person (including a U.S. resident alien), unless Transferee has otherwise indicated in Section 2 of the Transferee Information attached hereto.
17. In the case of purchases of Shares by fiduciary accounts, the above representations and warranties shall be deemed to have been made by the fiduciary account or by the person who directly or indirectly supplies the funds for the purchase of Shares. In addition, if the undersigned Transferee is a partnership, trustee, custodian or joint owner, the undersigned Transferee acknowledges that the aforesaid net worth and income standards apply in the manner set forth in the "Suitability Standards" section of the Prospectus.

Dated as of this _____ day of _____, 20__.

TRANSFEROR:

TRANSFEE:

Name

Name

Accepted as of this _____ day of _____, 20__.

**Accepted by the Company:
STRATEGIC STORAGE TRUST, INC.**

By: _____
H. Michael Schwartz, Chief Executive Officer

Transferee Information

1. FORM OF OWNERSHIP (Select only one)

Non-Custodial Ownership

- Individual Ownership**
- Transfer on Death** – Fill out Transfer on Death Form to effect designation (available through your financial advisor).
- Joint Tenants with Rights of Survivorship** – All parties must sign.
- Community Property** – All parties must sign.
- Tenant In Common** - All parties must sign.
- Corporate Ownership** – Authorized signature required. Include copy of corporate resolution.
- Partnership Ownership** – Authorized signature required. Include copy of partnership agreement.
- Estate** – Authorized representative(s) signature required.

Name of Authorized Representative(s)

Include a copy of the court appointment dated within 90 days.

- Trust** – Include a copy of the first and last page of the trust.
- Pension Plan and Profit Sharing Plan (Non-Custodian)**
- Other**

Name of Trustee(s)

Include a copy of the first and last page of the plan, as well as Trustee information.

Custodial Ownership

- Traditional / Simple IRA** – Custodian signature required below.
- Roth IRA** – Custodian signature required below.
- KEOGH Plan** – Custodian signature required below.
- Simplified Employee Pension / Trust (SEP)**
- Pension / Profit-Sharing Plan / 401k** – Custodian signature required below.
- Uniform Gift to Minors Act / Uniform Transfers to Minors Act** – Custodian signature required below.

State of Custodian for

Required for custodial ownership accounts

Name of Custodian, Trustee, or Other Administrator

Mailing Address

City, State & Zip Code

Custodian Information – To be completed by Custodian listed above.

Custodian Tax ID#

Custodian Account #

Custodian Telephone #

Special Instructions

X				X		
	Signature of Owner or Custodian		Date		Signature of Joint Owner or Beneficial Owner (if applicable)	Date

2. Address Information - (All fields must be completed)

Investor:	Co-Investor:	
Home Telephone:	Business Telephone:	Email Address:
Investor Social Security Number / Tax ID Number	Birth Date / Articles of Incorporation (MM/DD/YY)	
Co-Investor Social Security Number / Tax ID Number	Co-Investor Birth Date (MM/DD/YY)	

Citizenship Status: U.S. Citizen Resident Alien – Country of Origin Non-resident Alien – Country of Origin

Residence Address (No P.O. Box allowed)

Street Address	City	State	Zip Code
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Mailing Address* (if different from above – P.O. Box allowed)

Street Address	City	State	Zip Code
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*If the co-investor resides at another address, please attach that address to the subscription agreement

3. Distributions

Complete this section to enroll in the Distribution Reinvestment Plan or to elect to receive distributions by check mailed to you, by check mailed to a third-party or alternate address, or by direct deposit.

IRA accounts may not direct distributions without the custodian's approval.

I hereby subscribe for shares of Strategic Storage Trust, Inc. and elect the distribution option indicated below: **(Select only one)**

- A. **Participate in the Distribution Reinvestment Plan** (see Prospectus for details)
- B. **Check** mailed to the residence address set forth in Section 2 above
- C. **Check** mailed to the mailing address set forth in Section 2 above
- D. **Check Mailed to Third-Party / Alternate Address**

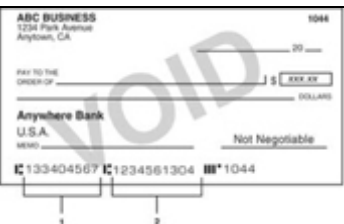
To direct distributions to a party other than the registered owner, please provide applicable information below.

Name/Entity Name/Financial Institution	Account No.
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Mailing Address	City:	State:	Zip Code:
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E. Direct Deposit Please attach a pre-printed voided check or a deposit slip. (Non-Custodian Investors Only)

I authorize Strategic Storage Trust, Inc., or its agent, to deposit my distribution to my checking or savings account. This authority will remain in force until I notify Strategic Storage Trust, Inc., or its agent, in writing to cancel it. In the event that Strategic Storage Trust, Inc., or its agent, deposits funds erroneously into my account, they are authorized to debit my account for an amount not to exceed the amount of the erroneous deposit.

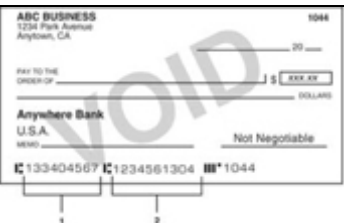
<p>Please Attach a Pre-printed Voided Check or Deposit Slip Here (The above services cannot be established without a pre-printed voided check or deposit slip)</p> 	<p><i>For Electronic Funds Transfers, signatures of bank account owners are required exactly as they appear on bank records. If the registration at the bank differs from that on this Subscription Agreement, all parties must sign.</i></p> <p>Signature</p> <p>Signature</p>	
Your Bank's ABA Routing Number	Your Bank Account Number	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account

4. Account Options (You may select more than one)

A. **Automatic Investment Plan.** Electronic Funds Transfer from my bank account directly to my Strategic Storage Trust, Inc. investment account (\$100 Minimum). I authorize Strategic Storage Trust, Inc., or its agent, to draft from my checking or savings account. This authority will remain in force until I notify Strategic Storage Trust, Inc., or its agent, in writing to cancel it. In the event that Strategic Storage Trust, Inc., or its agent, drafts funds erroneously from my account, they are authorized to credit my account for an amount not to exceed the amount of the erroneous draft. *(Automatic Investment Plan is not available to residents of Alabama or Ohio.)*

Name of Financial Institution	Mailing Address
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City:	State:	Zip Code:
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<p>Please Attach a Pre-printed Voided Check or Deposit Slip Here (The above services cannot be established without a pre-printed voided check or deposit slip)</p> 	<p><i>For Electronic Funds Transfers, signatures of bank account owners are required exactly as they appear on bank records. If the registration at the bank differs from that on this Subscription Agreement, all parties must sign.</i></p> <p>Signature</p> <p>Signature</p>	
Your Bank's ABA Routing Number	Your Bank Account Number	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account

I Authorize Strategic Storage Trust, Inc. or its agent to draft from my checking or savings account \$_____ (MONTHLY AMOUNT) on the second business day of each month, starting on ____ / ____ / ____ (START DATE).

B. Delivery of Reports and Updates. I authorize Strategic Storage Trust, Inc. to make available on its website at www.strategicstoragetrust.com and through a CD with links to a website its quarterly reports, annual reports, proxy statements, prospectus supplements or other reports required to be delivered to me, as well as any property or marketing updates, and to notify me via e-mail when such reports or updates are available in lieu of receiving paper documents. (You must provide an e-mail address if you choose this option)

E-mail address: _____