REFINITIV

DELTA REPORT

10-Q

PUBLIC STORAGE

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	7858
CHANGES	418
DELETIONS	930
ADDITIONS	6510

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

☒ **Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended September 30, 2023 March 31, 2024

or

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period from ____________ to ____________.

Commission File Number: 001-33519

Public Storage

(Exact name of registrant as specified in its charter)

Maryland	93-2834996
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
701 Western Avenue, Glendale, California	91201-2349
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (818) 244-8080.

Former name, former address and former fiscal, if changed since last report: N/A

Securities registered pursuant to Section 12b of the Act:

Title of Class	Trading Symbol	Name of each exchange on which registered
Common Shares, $0.10 par value	PSA	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 5.150% Cum Pref Share, Series F, $0.01 par value	PSAPrF	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 5.050% Cum Pref Share, Series G, $0.01 par value	PSAPrG	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 5.600% Cum Pref Share, Series H, $0.01 par value	PSAPrH	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 4.875% Cum Pref Share, Series I, $0.01 par value	PSAPrI	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 4.700% Cum Pref Share, Series J, $0.01 par value	PSAPrJ	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 4.750% Cum Pref Share, Series K, $0.01 par value	PSAPrK	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 4.625% Cum Pref Share, Series L, $0.01 par value	PSAPrL	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 4.125% Cum Pref Share, Series M, $0.01 par value	PSAPrM	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 3.875% Cum Pref Share, Series N, $0.01 par value	PSAPrN	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 3.900% Cum Pref Share, Series O, $0.01 par value	PSAPrO	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 4.000% Cum Pref Share, Series P, $0.01 par value	PSAPrP	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 3.950% Cum Pref Share, Series Q, $0.01 par value	PSAPrQ	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 4.000% Cum Pref Share, Series R, $0.01 par value	PSAPrR	New York Stock Exchange
Depositary Shares Each Representing 1/1,000 of a 4.100% Cum Pref Share, Series S, $0.01 par value	PSAPrS	New York Stock Exchange
Guarantee of 0.875% Senior Notes due 2032 issued by Public Storage Operating Company	PSA/32	New York Stock Exchange
Guarantee of 0.500% Senior Notes due 2030 issued by Public Storage Operating Company	PSA/30	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for at least the past 90 days.

☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	Accelerated filer	Non-accelerated filer	Smaller reporting company	Emerging growth company
☒	☐	☐	☐	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☒ No

Indicate the number of the registrant's outstanding common shares of beneficial interest, as of October 23, 2023 April 23, 2024:

Common Shares of beneficial interest, $0.10 par value per share – 175,836,162 175,724,665 shares

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EXPLANATORY NOTE

On August 14, 2023, the registrant completed a corporate reorganization into a holding company structure commonly referred to as an umbrella partnership real estate investment trust, or UPREIT (the "Reorganization"). The Reorganization is described more fully below. For purposes of this Explanatory Note, we refer to the following entities:

- "Old PSA" is a Maryland real estate investment trust currently known as Public Storage Operating Company ("PSOC"). Prior to August 14, 2023, Old PSA was known as Public Storage.
- "New PSA" is a newly-formed Maryland real estate investment trust currently known as Public Storage. It was organized as the parent holding company in connection with the Reorganization.
- "PSOP GP" is PSOP GP, LLC, a newly-formed Delaware limited liability company organized as the general partner of PSA OP in connection with the Reorganization. This entity is wholly-owned by New PSA.
- "PSA OP" is Public Storage OP, L.P., a newly-formed Delaware limited partnership organized as the operating partnership in connection with the Reorganization. This entity is currently wholly-owned by PSOP GP, its general partner, and New PSA, its limited partner, and it wholly owns Old PSA.

Prior to August 14, 2023, the business of the registrant was conducted through Old PSA. As a result of the Reorganization, Old PSA became an indirectly wholly owned subsidiary of New PSA. Old PSA is wholly-owned by PSA OP. New PSA currently owns all the limited partnership interest of PSA OP and all the membership interest of PSA OP's general partner, PSOP GP. In connection with the Reorganization, (i) each outstanding common share and depository receipt underlying preferred share of Old PSA was converted into one equivalent common share or depository receipt underlying preferred share of New PSA with identical rights and terms, and such securities continued to trade on the NYSE under the same ticker symbol, (ii) Old PSA's name was changed to "Public Storage Operating Company" and New PSA inherited the name "Public Storage", and (iii) New PSA became the successor filer to Old PSA for Securities and Exchange Commission ("SEC") reporting purposes. The consolidated assets and liabilities of New PSA immediately following the Reorganization are identical to the consolidated assets and liabilities of Old PSA immediately prior to the Reorganization, and the officers and trustees of New PSA immediately following the Reorganization are identical to the officers and trustees of Old PSA immediately prior to the Reorganization. All material indebtedness of Old PSA immediately prior to the Reorganization remained indebtedness of Old PSA after the Merger. New PSA has provided a full and unconditional guarantee of Old PSA's obligations under its unsecured notes, its credit facility, and certain other indebtedness. For additional information on the Reorganization, please see our Current Reports on Form 8-K filed on August 2, 2023 and August 14, 2023.

Throughout this Quarterly Report, unless the context requires otherwise:

- the "Company," "we," "us" and "our" refer to:
  - for the period prior to August 14, 2023 (the period preceding the Reorganization), Old PSA and its business and operations conducted through its directly or indirectly owned subsidiaries;
  - for the period on or after August 14, 2023 (the period from and following the Reorganization), New PSA and its business and operations conducted through its directly or indirectly owned subsidiaries, including Old PSA; and
  - in statements regarding qualification as a real estate investment trust ("REIT"), such terms refer solely to Old PSA or New PSA, as applicable.
- References to "shares" and "shareholders" refer to the shares and shareholders of Old PSA prior to August 14, 2023 and of New PSA on or after August 14, 2023.

PUBLIC STORAGE

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PUBLIC STORAGE
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share data)

		September 30, 2023	December 31, 2022	March 31, 2024	December 31, 2023
	(Unaudited)				
		(Unaudited)			
ASSETS					
ASSETS					
ASSETS	ASSETS				
Cash and equivalents	Cash and equivalents	$ 629,773	$ 775,253		
Real estate facilities, at cost:	Real estate facilities, at cost:				
Land	Land	5,575,643	5,273,073		
Land					
Land					
Buildings	Buildings	21,421,031	18,946,053		

	27,598,160		
Accumulated depreciation			
	17,926,639		
Construction in process			
	18,315,917		
		26,996,674	24,219,126
Accumulated depreciation		(9,188,151)	(8,554,155)
		17,808,523	15,664,971
Construction in process		457,064	372,992
		18,265,587	16,037,963
Investments in unconsolidated real estate entities			
Investments in unconsolidated real estate entities			
Investments in unconsolidated real estate entities	Investments in unconsolidated real estate entities	278,131	275,752
Goodwill and other intangible assets, net	Goodwill and other intangible assets, net	414,291	232,517
Other assets	Other assets	287,967	230,822
Total assets	Total assets	$ 19,875,749	$ 17,552,307
LIABILITIES AND EQUITY	**LIABILITIES AND EQUITY**		
LIABILITIES AND EQUITY			
Notes payable	Notes payable	$ 9,029,622	$ 6,870,826
Accrued and other liabilities	Accrued and other liabilities	644,236	514,680
Accrued and other liabilities			
Accrued and other liabilities			
Total liabilities	Total liabilities	9,673,858	7,385,506
Commitments and contingencies (Note 15)			
Commitments and contingencies (Note 14)			
Commitments and contingencies (Note 14)			
Equity:	Equity:		
Equity:			
Equity:			
Public Storage shareholders’ equity:	Public Storage shareholders’ equity:		
Public Storage shareholders’ equity:			
Preferred Shares, $0.01 par value, 100,000,000 shares authorized, 174,000 shares issued (in series) and outstanding, (174,000 shares at December 31, 2022) at liquidation preference		4,350,000	4,350,000

Common Shares, $0.10 par value, 650,000,000 shares authorized, 175,501,315 shares issued and outstanding (175,265,668 shares at December 31, 2022)		17,550	17,527
Preferred Shares, $0.01 par value, 100,000,000 shares authorized, 174,000 shares issued (in series) and outstanding, (174,000 shares at December 31, 2023) at liquidation preference			
Common Shares, $0.10 par value, 650,000,000 shares authorized, 175,723,561 shares issued and outstanding (175,670,727 shares at December 31, 2023)			
Paid-in capital	Paid-in capital	5,951,794	5,896,423
Accumulated deficit	Accumulated deficit	(130,581)	(110,231)
Accumulated other comprehensive loss	Accumulated other comprehensive loss	(81,104)	(80,317)
Total Public Storage shareholders' equity	Total Public Storage shareholders' equity	10,107,659	10,073,402
Noncontrolling interests	Noncontrolling interests	94,232	93,399
Total equity	Total equity	10,201,891	10,166,801
Total liabilities and equity	Total liabilities and equity	$19,875,749	$17,552,307

See accompanying notes.

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PUBLIC STORAGE
CONSOLIDATED STATEMENTS OF INCOME
(Amounts in thousands, except per share amounts)

(Unaudited)

		Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended March 31,
		2023	2022	2023	2022	
Revenues:	**Revenues:**					
Revenues:						
Revenues:						
Self-storage facilities						
Self-storage facilities						
Self-storage facilities	Self-storage facilities	$ 1,078,721	$ 1,027,374	$ 3,167,025	$ 2,917,675	
Ancillary operations	Ancillary operations	65,099	60,757	190,797	175,946	
Ancillary operations						
Ancillary operations						
		1,157,220				
		1,157,220				
		1,157,220				
		1,143,820	1,088,131	3,357,822	3,093,621	
Expenses:						
Expenses:						
Expenses:	**Expenses:**					
Self-storage cost of operations	Self-storage cost of operations	267,785	255,470	794,078	738,953	
Self-storage cost of operations						
Self-storage cost of operations						
Ancillary cost of operations						
Ancillary cost of operations						
Ancillary cost of operations	Ancillary cost of operations	21,159	21,572	63,037	54,297	
Depreciation and amortization	Depreciation and amortization	238,748	220,772	682,531	661,608	
Depreciation and amortization						
Depreciation and amortization						
Real estate acquisition and development expense						
Real estate acquisition and development expense						
Real estate acquisition and development expense						
General and administrative	General and administrative	28,625	29,501	79,603	81,401	
General and administrative						
General and administrative						
Interest expense						
Interest expense						
Interest expense	Interest expense	58,350	34,113	132,530	100,178	
		614,667	561,428	1,751,779	1,636,437	
Other increases to net income:						
Other increases (decreases) to net income:						
Other increases (decreases) to net income:						
Other increases (decreases) to net income:						
Interest and other income						
Interest and other income						
Interest and other income	Interest and other income	32,295	12,736	69,381	26,394	
Equity in earnings of unconsolidated real estate entities	Equity in earnings of unconsolidated real estate entities	7,227	8,180	22,787	100,129	
Foreign currency exchange gain		47,880	100,170	19,924	237,270	
Equity in earnings of unconsolidated real estate entities						
Equity in earnings of unconsolidated real estate entities						

Foreign currency exchange gain (loss)					
Foreign currency exchange gain (loss)					
Foreign currency exchange gain (loss)					
Gain on sale of real estate	Gain on sale of real estate	88	1,503	88	1,503
Gain on sale of equity investment in PS Business Parks, Inc.		—	2,128,860	—	2,128,860
Gain on sale of real estate					
Gain on sale of real estate					
Income before income tax expense					
Income before income tax expense					
Income before income tax expense					
Income tax expense					
Income tax expense					
Income tax expense					
Net income					
Net income					
Net income	Net income	616,643	2,778,152	1,718,223	3,951,340
Allocation to noncontrolling interests	Allocation to noncontrolling interests	(3,345)	(9,158)	(9,188)	(14,553)
Allocation to noncontrolling interests					
Allocation to noncontrolling interests					
Net income allocable to Public Storage shareholders					
Net income allocable to Public Storage shareholders					
Net income allocable to Public Storage shareholders	Net income allocable to Public Storage shareholders	613,298	2,768,994	1,709,035	3,936,787
Allocation of net income to:	Allocation of net income to:				
Allocation of net income to:					
Allocation of net income to:					
Preferred shareholders					
Preferred shareholders					
Preferred shareholders	Preferred shareholders	(48,678)	(48,678)	(146,029)	(145,716)
Restricted share units		(1,383)	(8,155)	(3,922)	(11,405)
Restricted share units and unvested LTIP units					
Restricted share units and unvested LTIP units					
Restricted share units and unvested LTIP units					
Net income allocable to common shareholders					
Net income allocable to common shareholders					
Net income allocable to common shareholders	Net income allocable to common shareholders	$ 563,237	$ 2,712,161	$ 1,559,084	$ 3,779,666
Net income per common share:	Net income per common share:				
Net income per common share:					
Net income per common share:					
Basic	Basic	$ 3.21	$ 15.47	$ 8.89	$ 21.57
Basic					
Basic					
Diluted					
Diluted					
Diluted	Diluted	$ 3.20	$ 15.38	$ 8.85	$ 21.44
Basic weighted average common shares outstanding	Basic weighted average common shares outstanding	175,499	175,283	175,451	175,227
Basic weighted average common shares outstanding					
Basic weighted average common shares outstanding					
Diluted weighted average common shares outstanding	Diluted weighted average common shares outstanding	176,150	176,328	176,170	176,325
Diluted weighted average common shares outstanding					
Diluted weighted average common shares outstanding					

See accompanying notes.

PUBLIC STORAGE
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Amounts in thousands)
(Unaudited)

		Three Months Ended September 30, 2023	Three Months Ended September 30, 2022	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Three Months Ended March 31,
Net income	Net income	$616,643	$2,778,152	$1,718,223	$3,951,340	
Foreign currency translation loss on investment in Shurgard		(5,958)	(17,253)	(787)	(42,883)	
Net income						
Net income						
Foreign currency translation (loss) gain on investment in Shurgard						
Foreign currency translation (loss) gain on investment in Shurgard						
Foreign currency translation (loss) gain on investment in Shurgard						
Total comprehensive income						
Total comprehensive income						
Total comprehensive income	Total comprehensive income	610,685	2,760,899	1,717,436	3,908,457	
Allocation to noncontrolling interests	Allocation to noncontrolling interests	(3,345)	(9,158)	(9,188)	(14,553)	
Allocation to noncontrolling interests						
Allocation to noncontrolling interests						
Comprehensive income allocable to Public Storage shareholders	Comprehensive income allocable to Public Storage shareholders	$607,340	$2,751,741	$1,708,248	$3,893,904	
Comprehensive income allocable to Public Storage shareholders						
Comprehensive income allocable to Public Storage shareholders						

See accompanying notes.

PUBLIC STORAGE
CONSOLIDATED STATEMENTS OF EQUITY AND REDEEMABLE NONCONTROLLING INTERESTS
Three Months Ended September 30, 2023 March 31, 2024
(Amounts in thousands, except share and per share amounts)
(Unaudited)

	Cumulative Preferred Shares	Common Shares	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Public Storage Shareholders' Equity	Noncontrolling Interests	Total Equity
Balances at December 31, 2023	$ 4,350,000	$ 17,567	$ 5,980,760	$ (267,910)	$ (67,239)	$ 10,013,178	$ 93,768	$ 10,106,946
Issuance of common shares in connection with share-based compensation (52,834 shares) (Note 11)	—	5	7,828	—	—	7,833	—	7,833
Taxes withheld upon net share settlement of restricted share units (Note 11)	—	—	(5,328)	—	—	(5,328)	—	(5,328)
Share-based compensation cost (Note 11)	—	—	11,305	—	—	11,305	—	11,305
Contributions by noncontrolling interests	—	—	—	—	—	—	1,327	1,327

Net income	—	—	—	511,697	—	511,697	—	511,697
Net income allocated to noncontrolling interests	—	—	—	(2,749)	—	(2,749)	2,749	—
Reallocation of equity	—	—	(2,959)	—	—	(2,959)	2,959	—
Distributions to:								
Preferred shareholders (Note 9)	—	—	—	(48,678)	—	(48,678)	—	(48,678)
Noncontrolling interests	—	—	—	—	—	—	(4,166)	(4,166)
Common shareholders, restricted share unitholders and unvested LTIP unitholders ($3.00 per share/unit) (Note 9)	—	—	—	(528,363)	—	(528,363)	—	(528,363)
Other comprehensive loss	—	—	—	—	(7,274)	(7,274)	(1)	(7,275)
Balances at March 31, 2024	$ 4,350,000	$ 17,572	$ 5,991,606	$ (336,003)	$ (74,513)	$ 9,948,662	$ 96,636	$ 10,045,298

See accompanying notes.

PUBLIC STORAGE
CONSOLIDATED STATEMENTS OF EQUITY
Three Months Ended March 31, 2023
(Amounts in thousands, except share and per share amounts)
(Unaudited)

	Cumulative Preferred Shares	Common Shares	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Public Storage Shareholders' Equity	Noncontrolling Interests	Total Equity
Balances at June 30, 2023	$ 4,350,000	$ 17,549	$ 5,940,945	$ (167,404)	$ (75,146)	$ 10,065,944	$ 92,627	$ 10,158,571
Issuance of common shares in connection with share-based compensation (8,429 shares)	—	1	1,105	—	—	1,106	—	1,106
Taxes withheld upon net share settlement of restricted share units	—	—	(644)	—	—	(644)	—	(644)
Share-based compensation expense	—	—	10,388	—	—	10,388	—	10,388
Contributions by noncontrolling interests	—	—	—	—	—	—	1,908	1,908
Net income	—	—	—	616,643	—	616,643	—	616,643
Net income allocated to noncontrolling interests	—	—	—	(3,345)	—	(3,345)	3,345	—
Distributions to:								
Preferred shareholders (Note 10)	—	—	—	(48,678)	—	(48,678)	—	(48,678)
Noncontrolling interests	—	—	—	—	—	—	(3,648)	(3,648)
Common shareholders and restricted share unitholders ($3.00 per share) (Note 10)	—	—	—	(527,797)	—	(527,797)	—	(527,797)
Other comprehensive loss	—	—	—	—	(5,958)	(5,958)	—	(5,958)
Balances at September 30, 2023	$ 4,350,000	$ 17,550	$ 5,951,794	$ (130,581)	$ (81,104)	$ 10,107,659	$ 94,232	$ 10,201,891

See accompanying notes.

PUBLIC STORAGE
CONSOLIDATED STATEMENTS OF EQUITY AND REDEEMABLE NONCONTROLLING INTERESTS
Three Months Ended September 30, 2022
(Amounts in thousands, except share and per share amounts)
(Unaudited)

	Cumulative Preferred Shares	Common Shares	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Public Storage Shareholders' Equity	Noncontrolling Interests	Total Equity	Redeemable Noncontrolling Interests
Balances at June 30, 2022	$ 4,350,000	$ 17,524	$ 5,848,632	$ (182,213)	$ (79,217)	$ 9,954,726	$ 93,622	$ 10,048,348	$ —
Issuance of common shares in connection with share-based compensation (97,189 shares)	—	10	16,445	—	—	16,455	—	16,455	—
Taxes withheld upon net share settlement of restricted share units	—	—	(779)	—	—	(779)	—	(779)	—
Share-based compensation expense	—	—	14,441	—	—	14,441	—	14,441	—
Contributions by noncontrolling interests	—	—	—	—	—	—	561	561	—
Net income	—	—	—	2,778,152	—	2,778,152	—	2,778,152	—
Net income allocated to noncontrolling interests	—	—	—	(9,158)	—	(9,158)	9,158	—	—
Distributions to:									
Preferred shareholders	—	—	—	(48,678)	—	(48,678)	—	(48,678)	—
Noncontrolling interests	—	—	—	—	—	—	(9,756)	(9,756)	—
Common shareholders and restricted share unitholders ($15.15 per share)	—	—	—	(2,660,734)	—	(2,660,734)	—	(2,660,734)	—
Other comprehensive loss	—	—	—	—	(17,253)	(17,253)	—	(17,253)	—
Balances at September 30, 2022	$ 4,350,000	$ 17,534	$ 5,878,739	$ (122,631)	$ (96,470)	$ 10,027,172	$ 93,585	$ 10,120,757	$ —

See accompanying notes.

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PUBLIC STORAGE

CONSOLIDATED STATEMENTS OF EQUITY AND REDEEMABLE NONCONTROLLING INTERESTS

Nine Months Ended September 30, 2023

(Amounts in thousands, except share and per share amounts)

(Unaudited)

	Cumulative Preferred Shares	Common Shares	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Public Storage Shareholders' Equity	Noncontrolling Interests	Total Equity
Balances at December 31, 2022	$ 4,350,000	$ 17,527	$ 5,896,423	$ (110,231)	$ (80,317)	$ 10,073,402	$ 93,399	$ 10,166,801
Issuance of common shares in connection with share-based compensation (235,647 shares) (Note 12)	—	23	31,267	—	—	31,290	—	31,290
Taxes withheld upon net share settlement of restricted share units (Note 12)	—	—	(10,040)	—	—	(10,040)	—	(10,040)
Share-based compensation cost (Note 12)	—	—	34,144	—	—	34,144	—	34,144
Contributions by noncontrolling interests	—	—	—	—	—	—	2,641	2,641
Net income	—	—	—	1,718,223	—	1,718,223	—	1,718,223
Net income allocated to noncontrolling interests	—	—	—	(9,188)	—	(9,188)	9,188	—
Distributions to:								
Preferred shareholders (Note 10)	—	—	—	(146,029)	—	(146,029)	—	(146,029)
Noncontrolling interests	—	—	—	—	—	—	(10,996)	(10,996)
Common shareholders and restricted share unitholders ($9.00 per share) (Note 10)	—	—	—	(1,583,356)	—	(1,583,356)	—	(1,583,356)
Other comprehensive loss	—	—	—	—	(787)	(787)	—	(787)
Balances at September 30, 2023	$ 4,350,000	$ 17,550	$ 5,951,794	$ (130,581)	$ (81,104)	$ 10,107,659	$ 94,232	$ 10,201,891

See accompanying notes.

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PUBLIC STORAGE
CONSOLIDATED STATEMENTS OF EQUITY AND REDEEMABLE NONCONTROLLING INTERESTS
Nine Months Ended September 30, 2022
(Amounts in thousands, except share and per share amounts)
(Unaudited)

	Cumulative Preferred Shares	Common Shares	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Public Storage Shareholders' Equity	Noncontrolling Interests	Total Equity	Redeemable Noncontrolling Interests
Balances at December 31, 2021	$ 4,100,000	$ 17,513	$ 5,821,667	$ (550,416)	$ (53,587)	$ 9,335,177	$ 20,112	$ 9,355,289	$ 68,249
Issuance of 10,000 preferred shares	250,000	—	(7,168)	—	—	242,832	—	242,832	—
Issuance of common shares in connection with share-based compensation (201,997 shares)	—	21	27,994	—	—	28,015	—	28,015	—
Balances at December 31, 2022									
Balances at December 31, 2022									
Balances at December 31, 2022									
Issuance of common shares in connection with share-based compensation (200,554 shares)									
Issuance of common shares in connection with share-based compensation (200,554 shares)									
Issuance of common shares in connection with share-based compensation (200,554 shares)									
Taxes withheld upon net settlement of restricted share units Taxes withheld upon net settlement of restricted share units	—	—	(12,989)	—	—	(12,989)	—	(12,989)	—
Taxes withheld upon net settlement of restricted share units									
Taxes withheld upon net settlement of restricted share units									
Share-based compensation cost									
Share-based compensation cost									
Share-based compensation cost Share-based compensation cost	—	—	49,235	—	—	49,235	—	49,235	—
Contributions by noncontrolling interests Contributions by noncontrolling interests	—	—	—	—	—	—	6,698	6,698	15,426
Reclassification from redeemable noncontrolling interests to noncontrolling interests	—	—	—	—	—	—	83,826	83,826	(83,826)
Contributions by noncontrolling interests									
Contributions by noncontrolling interests									
Net income									
Net income									
Net income Net income	—	—	—	3,951,340	—	3,951,340	—	3,951,340	—

Net income allocated to noncontrolling interests	Net income allocated to noncontrolling interests	—	—	—	(14,553)	—	(14,553)	13,893	(660)	660
Net income allocated to noncontrolling interests										
Net income allocated to noncontrolling interests										
Distributions to:										
Distributions to:										
Distributions to:	Distributions to:									
Preferred shareholders	Preferred shareholders	—	—	—	(145,716)	—	(145,716)	—	(145,716)	—
Preferred shareholders										
Preferred shareholders										
Noncontrolling interests	Noncontrolling interests	—	—	—	—	—	—	(30,944)	(30,944)	(509)
Common shareholders and restricted share unitholders ($19.15 per share)		—	—	—	(3,363,286)	—	(3,363,286)	—	(3,363,286)	—
Other comprehensive loss		—	—	—	—	(42,883)	(42,883)	—	(42,883)	—
Balances at September 30, 2022		$ 4,350,000	$ 17,534	$ 5,878,739	$ (122,631)	$ (96,470)	$ 10,027,172	$ 93,585	$ 10,120,757	$ —
Noncontrolling interests										
Noncontrolling interests										
Common shareholders and restricted share unitholders ($3.00 per share)										
Common shareholders and restricted share unitholders ($3.00 per share)										
Common shareholders and restricted share unitholders ($3.00 per share)										
Other comprehensive income										
Other comprehensive income										
Other comprehensive income										
Balances at March 31, 2023										
Balances at March 31, 2023										
Balances at March 31, 2023										

See accompanying notes.

PUBLIC STORAGE
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)
(Unaudited)

		For the Nine Months Ended September 30,		For the Three Months Ended March 31,
		2023	2022	
Cash flows from operating activities:	Cash flows from operating activities:			
Cash flows from operating activities:				

Cash flows from operating activities:			
Net income			
Net income			
Net income	Net income	$ 1,718,223	$ 3,951,340
Adjustments to reconcile net income to net cash flows from operating activities:	Adjustments to reconcile net income to net cash flows from operating activities:		
Gain on sale of equity investment in PS Business Parks, Inc.		—	(2,128,860)
Adjustments to reconcile net income to net cash flows from operating activities:			
Adjustments to reconcile net income to net cash flows from operating activities:			
Gain on sale of real estate			
Gain on sale of real estate			
Gain on sale of real estate	Gain on sale of real estate	(88)	(1,503)
Depreciation and amortization	Depreciation and amortization	682,531	661,608
Depreciation and amortization			
Depreciation and amortization			
Equity in earnings of unconsolidated real estate entities			
Equity in earnings of unconsolidated real estate entities			
Equity in earnings of unconsolidated real estate entities	Equity in earnings of unconsolidated real estate entities	(22,787)	(100,129)
Distributions from cumulative equity in earnings of unconsolidated real estate entities	Distributions from cumulative equity in earnings of unconsolidated real estate entities	17,663	134,460
Unrealized foreign currency exchange gain		(19,937)	(236,698)
Distributions from cumulative equity in earnings of unconsolidated real estate entities			
Distributions from cumulative equity in earnings of unconsolidated real estate entities			
Unrealized foreign currency exchange (gain) loss			
Unrealized foreign currency exchange (gain) loss			
Unrealized foreign currency exchange (gain) loss			
Share-based compensation expense			
Share-based compensation expense			
Share-based compensation expense	Share-based compensation expense	31,309	44,597
Other non-cash adjustments	Other non-cash adjustments	10,205	6,213
Other non-cash adjustments			
Other non-cash adjustments			
Changes in operating assets and liabilities, excluding the impact of acquisitions:			
Changes in operating assets and liabilities, excluding the impact of acquisitions:			
Changes in operating assets and liabilities, excluding the impact of acquisitions:	Changes in operating assets and liabilities, excluding the impact of acquisitions:		
Other assets	Other assets	(40,719)	(41,123)
Other assets			
Other assets			
Accrued and other liabilities			
Accrued and other liabilities			
Accrued and other liabilities	Accrued and other liabilities	78,564	90,885
Net cash flows from operating activities	Net cash flows from operating activities	2,454,964	2,380,790
Net cash flows from operating activities			
Net cash flows from operating activities			
Cash flows from investing activities:			
Cash flows from investing activities:			
Cash flows from investing activities:	Cash flows from investing activities:		
Capital expenditures to maintain real estate facilities	Capital expenditures to maintain real estate facilities	(157,967)	(163,702)
Capital expenditures to maintain real estate facilities			
Capital expenditures to maintain real estate facilities			
Capital expenditures for property enhancements			

Capital expenditures for property enhancements			
Capital expenditures for property enhancements	Capital expenditures for property enhancements	(119,360)	(137,550)
Capital expenditures for energy efficiencies (LED lighting, solar)	Capital expenditures for energy efficiencies (LED lighting, solar)	(45,772)	(36,644)
Capital expenditures for energy efficiencies (LED lighting, solar)			
Capital expenditures for energy efficiencies (LED lighting, solar)			
Development and expansion of real estate facilities			
Development and expansion of real estate facilities			
Development and expansion of real estate facilities	Development and expansion of real estate facilities	(248,977)	(231,483)
Acquisition of real estate facilities and intangible assets	Acquisition of real estate facilities and intangible assets	(301,324)	(529,357)
Acquisition of BREIT Simply Storage LLC, net of cash acquired		(2,178,151)	—
Distributions in excess of cumulative equity in earnings from unconsolidated real estate entities		3,165	13,670
Acquisition of real estate facilities and intangible assets			
Acquisition of real estate facilities and intangible assets			
Proceeds from sale of real estate investments	Proceeds from sale of real estate investments	101	1,543
Proceeds from sale of equity investment in PS Business Parks, Inc.		—	2,636,011
Net cash flows (used in) from investing activities		(3,048,285)	1,552,488
Proceeds from sale of real estate investments			
Proceeds from sale of real estate investments			
Net cash flows used in investing activities			
Net cash flows used in investing activities			
Net cash flows used in investing activities			
Cash flows from financing activities:	Cash flows from financing activities:		
Issuance costs on amendment of credit facility		(8,377)	—
Cash flows from financing activities:			
Cash flows from financing activities:			
Repayments of notes payable	Repayments of notes payable	(8,229)	(502,270)
Issuance of notes payable, net of issuance costs		2,181,273	—
Issuance of preferred shares		—	242,832
Repayments of notes payable			
Repayments of notes payable			
Issuance of common shares in connection with share-based compensation			
Issuance of common shares in connection with share-based compensation			
Issuance of common shares in connection with share-based compensation	Issuance of common shares in connection with share-based compensation	31,099	27,913
Taxes paid upon net share settlement of restricted share units	Taxes paid upon net share settlement of restricted share units	(10,040)	(12,989)
Taxes paid upon net share settlement of restricted share units			
Taxes paid upon net share settlement of restricted share units			
Contributions by noncontrolling interests	Contributions by noncontrolling interests	2,641	1,659
Distributions paid to preferred shareholders, common shareholders and restricted share unitholders		(1,728,852)	(3,508,581)
Contributions by noncontrolling interests			
Contributions by noncontrolling interests			
Distributions paid to preferred shareholders, common shareholders, restricted share unitholders and unvested LTIP unitholders			
Distributions paid to preferred shareholders, common shareholders, restricted share unitholders and unvested LTIP unitholders			
Distributions paid to preferred shareholders, common shareholders, restricted share unitholders and unvested LTIP unitholders			
Distributions paid to noncontrolling interests	Distributions paid to noncontrolling interests	(10,996)	(31,453)
Net cash flows from (used in) financing activities		448,519	(3,782,889)
Distributions paid to noncontrolling interests			
Distributions paid to noncontrolling interests			
Net cash flows used in financing activities			
Net cash flows used in financing activities			

Net cash flows used in financing activities		
Net (decrease) increase in cash and equivalents, including restricted cash	$ (144,802)	$ 150,389
Net decrease in cash and equivalents, including restricted cash		
Net decrease in cash and equivalents, including restricted cash		
Net decrease in cash and equivalents, including restricted cash		

See accompanying notes.

PUBLIC STORAGE
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)
(Unaudited)

		For the Nine Months Ended September 30,		For the Three Months Ended March 31,
		2023	2022	
Cash and equivalents, including restricted cash at beginning of the period:	Cash and equivalents, including restricted cash at beginning of the period:			
Cash and equivalents, including restricted cash at beginning of the period:				
Cash and equivalents, including restricted cash at beginning of the period:				
Cash and equivalents	Cash and equivalents	$ 775,253	$ 734,599	
Cash and equivalents				
Cash and equivalents				
Restricted cash included in other assets				
Restricted cash included in other assets				
Restricted cash included in other assets				
		$		
		$		
		$		
Cash and equivalents, including restricted cash at end of the period:				
Cash and equivalents, including restricted cash at end of the period:				
Cash and equivalents, including restricted cash at end of the period:				
Cash and equivalents				
Cash and equivalents				
Cash and equivalents				
Restricted cash included in other assets				
Restricted cash included in other assets				
Restricted cash included in other assets	Restricted cash included in other assets	29,904	26,691	
		$ 805,157	$ 761,290	
Cash and equivalents, including restricted cash at end of the period:				
Cash and equivalents		$ 629,773	$ 883,787	
Restricted cash included in other assets		30,582	27,892	
		$ 660,355	$ 911,679	
Supplemental schedule of non-cash investing and financing activities:	**Supplemental schedule of non-cash investing and financing activities:**			
Supplemental schedule of non-cash investing and financing activities:				
Supplemental schedule of non-cash investing and financing activities:				
Costs incurred during the period remaining unpaid at period end for:				

Costs incurred during the period remaining unpaid at period end for:			
Costs incurred during the period remaining unpaid at period end for:	Costs incurred during the period remaining unpaid at period end for:		
Capital expenditures to maintain real estate facilities	Capital expenditures to maintain real estate facilities	$ (10,405)	$ (6,429)
Capital expenditures to maintain real estate facilities			
Capital expenditures to maintain real estate facilities			
Capital expenditures for property enhancements			
Capital expenditures for property enhancements			
Capital expenditures for property enhancements	Capital expenditures for property enhancements	(4,637)	(6,829)
Capital expenditures for energy efficiencies (LED lighting, solar)	Capital expenditures for energy efficiencies (LED lighting, solar)	(574)	(996)
Capital expenditures for energy efficiencies (LED lighting, solar)			
Capital expenditures for energy efficiencies (LED lighting, solar)			
Construction or expansion of real estate facilities	Construction or expansion of real estate facilities	(66,788)	(71,006)
Real estate acquired in exchange for noncontrolling interests		—	(19,865)
Construction or expansion of real estate facilities			
Construction or expansion of real estate facilities			
Supplemental cash flow information:			
Supplemental cash flow information:			
Supplemental cash flow information:			
Cash paid for interest, net of amounts capitalized			
Cash paid for interest, net of amounts capitalized			
Cash paid for interest, net of amounts capitalized			
Cash paid for income taxes, net of refunds			
Cash paid for income taxes, net of refunds			
Cash paid for income taxes, net of refunds			

See accompanying notes.

PUBLIC STORAGE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2023 March 31, 2024
(Unaudited)

1. Description of the Business

Public Storage (referred to herein as "the Company," "we," "us," or "our") is a Maryland real estate investment trust ("REIT") engaged in the ownership and operation of self-storage facilities that offer storage spaces for lease, generally on a month-to-month basis, for personal and business use, ancillary activities such as tenant reinsurance, merchandise sales, and third party management, as well as the acquisition and development of additional self-storage space.

As described in greater detail in the Explanatory Note to this Quarterly Report on Form 10-Q, on Effective August 14, 2023, the Company completed a reorganization in we are structured as an umbrella partnership REIT, or UPREIT, under which its interest in its facilities substantially all of our business is now held conducted through an operating partnership, Public Storage OP, L.P. ("PSA OP"), an operating partnership, and its subsidiaries including Public Storage Operating Company ("PSOC"), formerly known as Public Storage. This structure is commonly referred to as an umbrella partnership REIT, or UPREIT. . The reorganization was accounted for as a transaction between entities under common control and there was no change in the Company's total assets, liabilities or results of operations. Subsequent to the reorganization, the primary assets of the parent entity, Public Storage, are general partner and limited partner interests in PSA OP, which holds all of the Company's assets through its ownership of all of the membership interests in PSOC. As a limited partnership, PSA OP is a variable interest entity and is consolidated by the Company as its primary beneficiary. As of September 30, 2023 March 31, 2024, the Company owned all of the general partner interests and approximately 99.95% of the limited partnership interests of PSA OP. OP, with the remaining 0.05% of limited partnership interests owned by certain trustees and officers of the Company.

At September 30, 2023 March 31, 2024, we owned equity interests in 3,028 3,045 self-storage facilities (with approximately 216.5 218.4 million net rentable square feet) located in 40 states in the United States ("U.S.") operating under the Public Storage® name, and 1.2 million 1.1 million net rentable square feet of commercial and retail space. In addition, we managed 235 facilities for third parties at March 31, 2024.

At September 30, 2023 March 31, 2024, we owned a 35% common equity interest in Shurgard Self Storage Limited ("Shurgard"), a public company traded on the Euronext Brussels under the "SHUR" symbol, which owned 267 279 self-storage facilities (with approximately 15 million net rentable square feet) located in seven Western European countries, all operating under the Shurgard® name.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation

We have prepared the accompanying interim consolidated financial statements in accordance with U.S. generally accepted accounting principles ("GAAP") as set forth in the Accounting Standards Codification of the Financial Accounting Standards Board, and in conformity with the rules and regulations of the Securities and Exchange Commission ("SEC"). In our opinion, the interim consolidated financial statements presented herein reflect all adjustments, primarily of a normal recurring nature, that are necessary to present fairly the interim consolidated financial statements. Because they do not include all of the disclosures required by GAAP for complete annual financial statements, these interim consolidated financial statements should be read together with the audited Consolidated Financial Statements and related Notes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023.

Certain amounts previously reported in our September 30, 2022 March 31, 2023 Consolidated Statements of Income have been reclassified to conform to the March 31, 2024 presentation, with respect to the separate presentation of real estate acquisition and development expense in the amount of $5.5 million for the three months ended March 31, 2023, previously included in general and administrative expense. The reclassification had no impact on our net income.

Certain amounts previously reported in our March 31, 2023 Statements of Cash Flows have been reclassified to conform to the September 30, 2023 March 31, 2024 presentation, with respect to the separate presentation of changes in operating assets and liabilities in the cash flows from operating activities section and major types of capital expenditures in the cash flows from investing activities section. The reclassifications did not affect the subtotals for cash flows from operating, investing or financing activities.

Disclosures of the number and square footage of facilities, as well as the number and coverage of tenant reinsurance policies (Note 15) 14) are unaudited and outside the scope of our independent registered public accounting firm's review of our financial statements in accordance with the standards of the Public Company Accounting Oversight Board (U.S.).

Operating results for the three and nine months ended September 30, 2023 March 31, 2024 are not necessarily indicative of the results that may be expected for the year ending December 31, 2023 December 31, 2024.

Summary of Significant Accounting Policies

There have been no significant changes to the Company's significant accounting policies described in Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*, in Notes to Consolidated Financial Statements included in Item 8 of Part II of the Company's Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023.

3. Simply Acquisition

On September 13, 2023, we acquired all the membership interests of BREIT Simply Storage LLC, a self-storage company that owns and operates 127 self-storage facilities (9.4 million net rentable square feet) and manages 25 self-storage facilities for third parties, for a purchase price of $2.2 billion in cash, including cash acquired of $6.0 million and direct transaction costs of $9.6 million (the "Simply Acquisition").

We accounted for the Simply Acquisition as an asset acquisition because substantially all the fair value of the gross assets acquired is concentrated in the real estate assets and intangible assets associated with the self-storage facilities, which are determined to be similar in nature. As a result, the direct transaction costs of $9.6 million were capitalized to the basis of the acquired properties.

The total purchase price was allocated to the individual assets acquired and liabilities assumed based on their relative fair values. The total purchase price, including direct transaction costs, was allocated as follows (in thousands):

Cash	$	6,032
Real estate facilities:		
Land		229,396
Buildings		1,762,752
Construction in process		2,922
Intangible assets:		
Acquired customers in place		209,516
Non real estate-related contracts		4,750
Other assets		12,046
Accrued and other liabilities		(43,231)
Total purchase price, including direct transaction costs	**$**	**2,184,183**

PUBLIC STORAGE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2023
(Unaudited)

4. Real Estate Facilities

Activity in real estate facilities during the nine three months ended September 30, 2023 March 31, 2024 is as follows:

		Three Months Ended March 31, 2024
		(Amounts in thousands)
Operating facilities, at cost:		
Beginning balance	$	24,219,126 27,465,238
Capital expenditures to maintain real estate facilities		153,120 58,056
Capital expenditures for property enhancements		124,298 27,626
Capital expenditures for energy efficiencies (LED lighting, solar)		46,357 13,760
Dispositions and other		(3,461) (1,549)
Developed or expanded facilities opened for operation		172,644 35,029
Ending balance		26,996,674 27,598,160
Accumulated depreciation:		
Beginning balance		(8,554,155) (9,423,974)
Depreciation expense		(636,631) (247,547)
Ending balance		(9,188,151) (9,671,521)
Construction in process:		
Beginning balance		372,992 345,453
Costs incurred to develop and expand real estate facilities		257,527 79,322
Write-off of cancelled projects		(3,733) (468)
Developed or expanded facilities opened for operation		(172,644) (35,029)
Ending balance		457,064 389,278
Total real estate facilities at September 30, 2023 March 31, 2024	$	18,265,587 18,315,917

During the nine three months ended September 30, 2023 March 31, 2024, in addition to the Simply Acquisition, we acquired 26 self-storage facilities (1.9 million net rentable square feet of storage space), for a total cost of $301.3 million in cash. Approximately $8.9 million of the total cost was allocated to intangible assets.

We completed development and redevelopment activities costing $172.6 million during the nine months ended September 30, 2023 $35.0 million, adding 0.9 million 0.3 million net rentable square feet of self-storage space. Construction in process at September 30, 2023 March 31, 2024 consisted of projects to develop new self-storage facilities and expand existing self-storage facilities.

In the three months ended March 31, 2024, we sold a land parcel for $2.4 million in cash and recorded gains on sale of real estate of $0.9 million.

5. 4. Investments in Unconsolidated Real Estate Entities

The following table sets forth our equity in earnings of the Unconsolidated Real Estate Entities (amounts in thousands):

	Equity in Earnings of Unconsolidated Real Estate Entities for the			
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Shurgard	$ 7,227	$ 4,594	$ 22,787	$ 19,533
PSB	—	3,586	—	80,596
Total	$ 7,227	$ 8,180	$ 22,787	$ 100,129

Investment in Shurgard

Our investment in Shurgard was $278.1 million and $275.8 million as of September 30, 2023 and December 31, 2022, respectively.

Throughout all periods presented, we effectively owned 31,268,459 Shurgard common shares, representing had a 35% equity interest in Shurgard. On November 14, 2023, Shurgard issued 8,163,265 new common shares to institutional investors. Public Storage participated on a pro-rata basis in the offering and acquired 2,863,674 common shares for a cost of $112.6 million, maintaining our 35% equity interest in Shurgard. As a result of the offering, Shurgard common shares that we effectively owned increased from 31,268,459 to 34,132,133 as of March 31, 2024.

Based upon the closing price at September 30, 2023 March 31, 2024 (€37.50 41.38 per share of Shurgard common stock, at 1.057 1.079 exchange rate of U.S. Dollars to the Euro), the shares we owned had a market value of approximately $1.2 billion $1.5 billion.

Our equity in earnings of Shurgard comprised our equity share of Shurgard's net income, less amortization of the Shurgard Basis Differential (defined below). During the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, we received $2.8 million $1.0 million and $2.6 million $0.9 million of trademark license fees that Shurgard pays to us for the use of the Shurgard® trademark, respectively. We eliminated $1.0 million $0.4 million and $0.9 million $0.3 million of intra-entity profits and losses for the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively, representing our equity share of the trademark license fees. We classify the remaining license fees we receive from Shurgard as interest and other income on our income statement.

During the nine months ended September 30, 2023 and 2022, we received cash dividend distributions from Shurgard totaling $19.8 million and $37.8 million, respectively. Approximately $3.2 million and $13.7 million of total cash distributions from Shurgard during the nine months ended September 30, 2023 and 2022, respectively, represented distributions in excess of cumulative equity in earnings from Shurgard, which was classified within cash flows from investing activities in the Consolidated Statements of Cash Flows.

At September 30, 2023 March 31, 2024, our investment in Shurgard's real estate assets exceeded our pro-rata share of the underlying amounts on Shurgard's balance sheet by approximately $63.2 $61.3 million ($67.8 63.7 million at December 31, 2022 December 31, 2023). This differential (the "Shurgard Basis Differential") includes our basis adjustments in Shurgard's real estate assets net of related deferred income taxes. The Shurgard Basis Differential is being amortized as a reduction to equity in earnings of the Unconsolidated Real Estate Entities. Such amortization totaled approximately $4.6 million $2.4 million and $9.0 million $4.5 million during the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively.

As of September 30, 2023 March 31, 2024 and 2022, 2023, we translated the book value of our investment in Shurgard from Euro to U.S. Dollars and recorded $0.8 million and $42.9 million $7.3 million other comprehensive loss and $3.9 million other comprehensive income during the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively.

Investment in PSB

On July 20, 2022, in connection with the closing of the merger of PS Business Parks, Inc. ("PSB") with affiliates of Blackstone Real Estate ("Blackstone"), we completed the sale of our 41% common equity interest in PSB in its entirety. At the close of the merger transaction, we received a total of $2.7 billion of cash proceeds and recognized a gain of $2.1 billion during the third quarter of 2022.

PUBLIC STORAGE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

During the nine months ended September 30, 2022, we received cash distributions from PSB totaling $109.5 million, which were classified within cash flows from operating activities in the Consolidated Statements of Cash flows. Since the sale of PSB in July 2022, we no longer recognize equity in earnings or receive cash distributions from PSB.

6. 5. Goodwill and Other Intangible Assets

Goodwill and other intangible assets consisted of the following (amounts in thousands):

		At September 30, 2023			At December 31, 2022		
		Gross Book Value	Accumulated Amortization	Net Book Value	Gross Book Value	Accumulated Amortization	Net Book Value
	At March 31, 2024				At March 31, 2024		At December 31, 2023
	Gross Book Value				Gross Book Value / Accumulated Amortization / Net Book Value		Gross Book Value / Accumulated Amortization / Net Book Value
Goodwill	Goodwill	$ 165,843	$ —	$165,843	$165,843	$ —	$165,843
Shurgard® Trade Name	Shurgard® Trade Name	18,824	—	18,824	18,824	—	18,824
Finite-lived intangible assets, subject to amortization	Finite-lived intangible assets, subject to amortization	981,254	(751,630)	229,624	758,106	(710,256)	47,850
Total goodwill and other intangible assets	Total goodwill and other intangible assets	$1,165,921	$ (751,630)	$414,291	$942,773	$ (710,256)	$232,517

Finite-lived intangible assets consist primarily of acquired customers in place. Amortization expense related to intangible assets subject to amortization was $16.0 million $35.8 million and $41.4 million $14.6 million for the three and nine months ended September 30, 2023, respectively, March 31, 2024 and $20.0 million and $78.2 million for the same periods in 2022. During the nine months ended September 30, 2023, intangibles increased $223.1 million, in connection with the Simply Acquisition (Note 3) and the acquisition of real estate facilities (Note 4). 2023, respectively.

The estimated future amortization expense for our finite-lived intangible assets at September 30, 2023 March 31, 2024 is as follows (amounts in thousands):

Year	Year	Amount	Year	Amount
Remainder of 2023		$ 39,491		
2024		108,871		
Remainder of 2024				
2025	2025	56,693		
2026	2026	18,013		
2027	2027	2,687		
2028				
Thereafter	Thereafter	3,869		
Total	Total	$229,624		

7. 6. Credit Facility

On June 12, 2023, PSOC entered into an amended revolving credit agreement (the "Credit Facility"), which increases increased our borrowing limit from $500 million to $1.5 billion and extends extended the maturity date from April 19, 2024 to June 12, 2027. We have the option to further extend the maturity date by up to one additional year with additional extension fees up to 0.125% of the extended commitment amount. Amounts drawn on the Credit Facility bear annual interest at rates ranging from SOFR plus 0.65% to SOFR plus 1.40% depending upon our credit rating (SOFR plus 0.70% at September 30, 2023 March 31, 2024). We are also required to pay a quarterly facility fee ranging from 0.10% per annum to 0.30% per annum depending upon our credit rating (0.10% per annum at September 30, 2023 March 31, 2024). At September 30, 2023 March 31, 2024 and October 30, 2023 April 30, 2024, we had no outstanding borrowings under this Credit Facility. We had undrawn standby letters of credit, which reduce our borrowing capacity, totaling $14.6 million at September 30, 2023 March 31, 2024 ($18.6 14.6 million at December 31, 2022 under the previous credit facility). December 31, 2023). The

Credit Facility has various customary restrictive covenants with which we were in compliance at September 30, 2023March 31, 2024. We incurred a total of $8.4 million of issuance costs associated with the amended Credit Facility, which is classified as Other Assets on the Consolidated Balance Sheets and will be amortized as Interest Expense on the Consolidated Statement of Income through June 12, 2027.

Public Storage has provided a full and unconditional guarantee of PSOC's obligations under the Credit Facility.

8.7. <u>Notes Payable</u>

Our notes payable (all of which were issued by PSOC), are reflected net of issuance costs (including original issue discounts), which are amortized as interest expense on the effective interest method over the term of each respective note. Our notes payable at September 30, 2023March 31, 2024 and December 31, 2022December 31, 2023 are set forth in the tables below:

				Amounts at March 31, 2024				Amounts at December 31, 2023	
		Coupon Rate	Effective Rate	Principal	Unamortized Costs	Book Value	Fair Value	Book Value	Fair Value
				($ amounts in thousands)					
				Amounts at September 30, 2023				Amounts at December 31, 2022	
		Coupon Rate	Effective Rate	Principal	Unamortized Costs	Book Value	Fair Value	Book Value	Fair Value
				($ amounts in thousands)					
U.S. Dollar Denominated Unsecured Debt	***U.S. Dollar Denominated Unsecured Debt***								
Notes due April 23, 2024									
Notes due April 23, 2024									
Notes due April 23, 2024	Notes due April 23, 2024	SOFR+0.47%	5.791%	$ 700,000	$ (397)	$ 699,603	$ 699,950	$ 699,075	$ 691,309
Notes due July 25, 2025	Notes due July 25, 2025	SOFR+0.60%	5.932%	400,000	(1,481)	398,519	400,277	—	—
Notes due February 15, 2026	Notes due February 15, 2026	0.875%	1.030%	500,000	(1,766)	498,234	448,646	497,678	441,849
Notes due November 9, 2026	Notes due November 9, 2026	1.500%	1.640%	650,000	(2,704)	647,296	580,053	646,643	578,899
Notes due September 15, 2027	Notes due September 15, 2027	3.094%	3.218%	500,000	(2,096)	497,904	460,565	497,508	466,029
Notes due May 1, 2028	Notes due May 1, 2028	1.850%	1.962%	650,000	(3,091)	646,909	556,154	646,401	558,197
Notes due November 9, 2028	Notes due November 9, 2028	1.950%	2.044%	550,000	(2,457)	547,543	465,373	547,182	468,509
Notes due January 15, 2029	Notes due January 15, 2029	5.125%	5.260%	500,000	(3,093)	496,907	491,674	—	—

Notes due May 1, 2029	Notes due May 1, 2029	3.385%	3.459%	500,000	(1,714)	498,286	450,606	498,053	456,855
Notes due May 1, 2031	Notes due May 1, 2031	2.300%	2.419%	650,000	(5,183)	644,817	517,832	644,303	530,390
Notes due November 9, 2031	Notes due November 9, 2031	2.250%	2.322%	550,000	(2,872)	547,128	429,370	546,866	443,514
Notes due August 1, 2033	Notes due August 1, 2033	5.100%	5.207%	700,000	(5,697)	694,303	669,161	—	—
Notes due August 1, 2053	Notes due August 1, 2053	5.350%	5.442%	600,000	(8,050)	591,950	546,860	—	—
				7,450,000	(40,601)	7,409,399	6,716,521	5,223,709	4,635,551
Euro Denominated Unsecured Debt	***Euro Denominated Unsecured Debt***								
Euro Denominated Unsecured Debt									
Euro Denominated Unsecured Debt									
Notes due April 12, 2024									
Notes due April 12, 2024									
Notes due April 12, 2024	Notes due April 12, 2024	1.540%	1.540%	105,744	—	105,744	103,939	107,035	104,344
Notes due November 3, 2025	Notes due November 3, 2025	2.175%	2.175%	255,915	—	255,915	244,650	259,039	246,119
Notes due September 9, 2030	Notes due September 9, 2030	0.500%	0.640%	740,208	(7,771)	732,437	566,585	740,634	566,204
Notes due January 24, 2032	Notes due January 24, 2032	0.875%	0.978%	528,720	(4,456)	524,264	396,406	530,317	396,297
				1,630,587	(12,227)	1,618,360	1,311,580	1,637,025	1,312,964
Mortgage Debt, secured by 2 real estate facilities with a net book value of $11.7 million		4.414%	4.414%	1,863	—	1,863	1,653	10,092	9,568
Mortgage Debt, secured by 2 real estate facilities with a net book value of $11.5 million									
Mortgage Debt, secured by 2 real estate facilities with a net book value of $11.5 million									
Mortgage Debt, secured by 2 real estate facilities with a net book value of $11.5 million									
				$ 9,082,450	$ (52,828)	$ 9,029,622	$ 8,029,754	$ 6,870,826	$ 5,958,083

Public Storage has provided a full and unconditional guarantee of PSOC’s obligations under each series of unsecured notes.

U.S. Dollar Denominated Unsecured Notes

On July 26, 2023, we completed a public offering of $400 million, $500 million, $700 million, and $600 million aggregate principal amount of unsecured senior notes bearing interest at an annual rate of Compounded SOFR + 0.60% (reset quarterly), 5.125%, 5.100%, and 5.350%, respectively, and maturing on July 25, 2025, January 15, 2029, August 1, 2033, and August 1, 2053, respectively. Interest on the 2025 notes is payable quarterly, commencing on October 25, 2023. Interest on the 2029 notes is payable semi-annually, commencing on January 15, 2024. Interest on the 2033 notes and 2053 notes is payable semi-annually, commencing on February 1, 2024. In connection with the offering, we incurred a total of $18.7 million in costs.

The U.S. Dollar denominated unsecured notes (the "U.S. Dollar Denominated Unsecured Notes") have various financial covenants with which we were in compliance at September 30, 2023 March 31, 2024. Included in these covenants are (a) a maximum Debt to Total Assets of 65% (approximately 16% 17% at September 30, 2023 March 31, 2024) and (b) a minimum ratio of Adjusted EBITDA to Interest Expense of 1.5x (approximately 21x 15x for the twelve months ended September 30, 2023 March 31, 2024) as well as covenants limiting the amount we can encumber our properties with mortgage debt.

Euro Denominated Unsecured Notes

Our At March 31, 2024, our Euro denominated unsecured notes (the "Euro Notes") consist consisted of four tranches: (i) €242.0 million issued to institutional investors on November 3, 2015, (ii) €100.0 million issued to institutional investors on April 12, 2016, (iii) €500.0 million issued in a public offering on January 24, 2020, and (iv) €700.0 million issued in a public offering on September 9, 2021. The Euro Notes have financial covenants similar to those of the U.S. Dollar Denominated Unsecured Notes.

We reflect changes in the U.S. Dollar equivalent of the amount payable including the associated interest, as a result of changes in foreign exchange rates as "Foreign currency exchange gain" gain (loss)" on our income statement (gains of $48.2 $37.8 million and $20.1 losses of $27.1 million for the three and nine months ended September 30, 2023, respectively, as compared to gains of $100.9 million March 31, 2024 and $239.2 million for the three and nine months ended September 30, 2022, 2023, respectively).

Mortgage Notes

We assumed our non-recourse mortgage debt in connection with property acquisitions, and we recorded such debt at fair value with any premium or discount to the stated note balance amortized using the effective interest method.

At September 30, 2023 March 31, 2024, the related contractual interest rates of our mortgage notes are fixed, ranging between 3.9% and 7.1%, and mature between September 1, 2028 and July 1, 2030.

At September 30, 2023 March 31, 2024, approximate principal maturities of our Notes Payable are as follows (amounts in thousands):

		Unsecured Debt	Mortgage Debt	Total		Unsecured Debt	Mortgage Debt	Total
Remainder of 2023		$ —	$ 30	$ 30				
2024		805,744	124	805,868				
Remainder of 2024								
Remainder of 2024								
Remainder of 2024						$ 807,930	$ 88	$ 808,018
2025	2025	655,915	131	656,046	2025	661,205	131	661,336
2026	2026	1,150,000	138	1,150,138	2026	1,150,000	138	1,150,138
2027	2027	500,000	146	500,146	2027	500,000	146	500,146
2028					2028	1,200,000	129	1,200,129
Thereafter	Thereafter	5,968,928	1,294	5,970,222	Thereafter	4,795,158	1,165	4,796,323
		$9,080,587	$ 1,863	$9,082,450				
	$					$ 9,114,293	$ 1,797	$ 9,116,090
Weighted average effective rate	Weighted average effective rate	3.1%	4.4%	3.1%	Weighted average effective rate	3.1%	4.4%	3.1%

Cash paid for interest totaled $97.5 million and $87.6 million for the nine months ended September 30, 2023 and 2022, respectively. Interest capitalized as real estate totaled $6.8 $2.4 million and $4.2 $1.7 million for the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively.

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9. 8. Noncontrolling Interests

There are noncontrolling interests related to several subsidiaries of PSOC we consolidate of which we do not own 100% of the equity. At September 30, 2023 March 31, 2024, certain of these subsidiaries have issued 499,966 partnership units to third-parties that are convertible redeemable by the holders on a one-for-one basis (subject to certain limitations) into for common shares of the Company or cash at our option. The holders of these partnership units are entitled to receive the request same per-unit cash distributions equal to the dividends paid on our common shares.

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Noncontrolling interests also include the partnership interests of PSA OP not owned by the Company, including common units (“OP Units”) and vested LTIP units (“LTIP Units”) from equity awards we issue to certain officers and trustees of the unitholder. Company (see Note 11 Share-based Compensation). Vested LTIP Units (subject to certain conditions) may be further converted into the same number of OP Units of PSA OP, which are redeemable by the holders on a one-for-one basis for common shares of the Company or cash at our option. The holders of OP Units and vested LTIP Units are entitled to receive per-unit cash distributions equal to the per-share dividends received by our common shareholders. At March 31, 2024, approximately 0.05% of the partnership interests of PSA OP, representing 83,051 Vested LTIP Units, were not owned by the Company. We adjust the balance of noncontrolling interests of PSA OP to reflect their proportionate share of the net assets of PSA OP as of the end of each period.

10. 9. Shareholders’ Equity

Preferred Shares

At September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, we had the following series of Cumulative Preferred Shares (“Preferred Shares”) outstanding:

				At September 30, 2023		At December 31, 2022					At March 31, 2024		At December 31, 2023	
Series	Series	Earliest Redemption Date	Dividend Rate	Shares Outstanding	Liquidation Preference	Shares Outstanding	Liquidation Preference	Series	Earliest Redemption Date	Dividend Rate	Shares Outstanding	Liquidation Preference	Shares Outstanding	Liquidation Preference
	(Dollar amounts in thousands)										(Dollar amounts in thousands)			
Series F	Series F	6/2/2022	5.150 %	11,200	$ 280,000	11,200	$ 280,000							
Series G	Series G	8/9/2022	5.050 %	12,000	300,000	12,000	300,000							
Series H	Series H	3/11/2024	5.600 %	11,400	285,000	11,400	285,000							
Series I	Series I	9/12/2024	4.875 %	12,650	316,250	12,650	316,250							
Series J	Series J	11/15/2024	4.700 %	10,350	258,750	10,350	258,750							
Series K	Series K	12/20/2024	4.750 %	9,200	230,000	9,200	230,000							
Series L	Series L	6/17/2025	4.625 %	22,600	565,000	22,600	565,000							
Series M	Series M	8/14/2025	4.125 %	9,200	230,000	9,200	230,000							
Series N	Series N	10/6/2025	3.875 %	11,300	282,500	11,300	282,500							

Series O	Series O	11/17/2025	3.900 %	6,800	170,000	6,800	170,000
Series P	Series P	6/16/2026	4.000 %	24,150	603,750	24,150	603,750
Series Q	Series Q	8/17/2026	3.950 %	5,750	143,750	5,750	143,750
Series R	Series R	11/19/2026	4.000 %	17,400	435,000	17,400	435,000
Series S	Series S	1/13/2027	4.100 %	10,000	250,000	10,000	250,000
Total Preferred Shares	Total Preferred Shares			174,000	$4,350,000	174,000	$4,350,000

The holders of our Preferred Shares have general preference rights with respect to liquidation, quarterly distributions, and any accumulated unpaid distributions. Except as noted below, holders of the Preferred Shares do not have voting rights. In the event of a cumulative arrearage equal to six quarterly dividends, holders of all outstanding series of preferred shares (voting as a single class without regard to series) will have the right to elect two additional members to serve on our Board of Trustees (our "Board") until the arrearage has been cured. At September 30, 2023 March 31, 2024, there were no dividends in arrears. The affirmative vote of at least 66.67% of the outstanding shares of a series of Preferred Shares is required for any material and adverse amendment to the terms of such series. The affirmative vote of at least 66.67% of the outstanding shares of all of our Preferred Shares, voting as a single class, is required to issue shares ranking senior to our Preferred Shares.

Except under certain conditions relating to the Company's qualification as a REIT, the Preferred Shares are not redeemable prior to the dates indicated on the table above. On or after the respective dates, each of the series of Preferred Shares is redeemable at our option, in whole or in part, at $25.00 per depositary share, plus accrued and unpaid dividends. Holders of the Preferred Shares cannot require us to redeem such shares.

Upon issuance of our Preferred Shares, we classify the liquidation value as preferred equity on our consolidated balance sheet with any issuance costs recorded as a reduction to Paid-in capital.

Dividends and Distributions

On February 4, 2023, our Board declared a 50% increase in its regular common quarterly dividend from $2.00 to $3.00 per share. The distribution equates to an annualized increase to the Company's regular common dividend from $8.00 to $12.00 per share.

Common share dividends paid, including amounts Dividends and distributions paid to our common shareholders, restricted share unitholders, and deferred share unitholders, and unvested LTIP unitholders, totaled $528.1 million ($3.00 per share/unit) and $527.6 million ($3.00 per share) and $2.7 billion ($15.15 per share) share/unit) for the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, 2023, respectively. In addition, we accrued $0.3 million and $1.6 billion ($9.00 per share) $0.2 million of dividends and $3.4 billion ($19.15 per share) distributions to holders of unearned performance-based restricted share units and LTIP Units for the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively. Preferred share dividends paid totaled $48.7 million for each of the three months ended September 30, 2023 March 31, 2024 and 2022, and $146.0 million and $145.7 million for the nine months ended September 30, 2023 and 2022, respectively. 2023.

11. 10. Related Party Transactions

At September 30, 2023 March 31, 2024, Tamara Hughes Gustavson, a current member of our Board, held less than a 0.1% equity interest in, and is a manager of, a limited liability company that owns 65 66 self-storage facilities in Canada. Two of Ms. Gustavson's adult children owned own the remaining equity interest in the limited liability company. These facilities operate under the Public Storage® tradename, which we license to the owners of these facilities for use in Canada on a royalty-free, non-exclusive basis. We have no ownership interest in these facilities and we do not own or operate any facilities in Canada. If we chose to acquire or develop our own facilities in Canada, we would have to share the use of the Public Storage® name in Canada. We have a right of first refusal, subject to limitations, to acquire the stock or assets of the corporation engaged in the operation of these facilities if their owners agree to sell them. Our subsidiaries reinsure risks relating to loss of goods stored by customers in these facilities, and have received premium payments of approximately $1.6 million and $1.7 million $0.5 million for each of the nine three months ended September 30, 2023 March 31, 2024 and 2022, respectively. 2023.

12. 11. Share-Based Compensation

Under various share-based compensation plans and under terms established or modified by our Board or a committee thereof, we grant equity awards to trustees, officers, and key employees, including non-qualified options to purchase the Company's common shares, restricted share units ("RSUs"), deferred share units ("DSUs"), and unrestricted common shares issued in lieu of trustee compensation.

In February 2024, we amended our 2021 Equity and Performance-Based Incentive Plan to further provide for the grant of awards to certain officers and trustees of the Company in the form of LTIP Units and appreciation-only LTIP Units ("AO LTIP Units") of PSA OP. LTIP Units are structured as "profit interests" for U.S. federal income tax purposes. During the three months ended March 31, 2024, we issued LTIP Units and AO LTIP Units in substitution for 156,632 RSUs and 2,102,424 stock options, respectively. The LTIP Units and AO LTIP Units issued have the same vesting conditions as the original awards and remain classified as equity awards. The fair value of the LTIP Units and AO LTIP Units issued is materially the same as the original awards immediately before the substitution. As a result, we did not adjust the share-based compensation costs associated with these substituted awards.

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We recorded share-based compensation expense associated with our equity awards in the various expense categories in the Consolidated Statements of Income as set forth in the following table. In addition, $0.5 million $0.6 million and $1.8 million $0.7 million of share-based compensation cost was capitalized as real estate facilities for the three and nine months ended September 30, 2023, respectively, as compared to $0.4 million March 31, 2024 and $2.4 million for the same periods of 2022, 2023, respectively.

		Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended March 31,
		2023	2022	2023	2022	
		(Amounts in thousands)				(Amounts in thousands)
Self-storage cost of operations	Self-storage cost of operations	$2,964	$ 4,203	$10,316	$13,740	
Self-storage cost of operations						
Self-storage cost of operations						
Ancillary cost of operations	Ancillary cost of operations	320	203	960	690	
Ancillary cost of operations						
Ancillary cost of operations						
Real estate acquisition and development expense						
Real estate acquisition and development expense						
Real estate acquisition and development expense						
General and administrative						
General and administrative						
General and administrative	General and administrative	6,231	9,335	20,033	30,167	
Total	Total	$9,515	$13,741	$31,309	$44,597	
Total						
Total						

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Included in share-based compensation is $0.5 million and $2.6 million during the three and nine months ended September 30, 2023, respectively, as compared to $2.9 million and $12.4 million for the same periods in 2022, respectively, in connection with retirement acceleration as discussed in Note 2 to our Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2022.

As of September 30, 2023 March 31, 2024, there was $76.8 million $91.6 million of total unrecognized compensation cost related to share-based compensation arrangements. This cost is expected to be recognized over a weighted-average period of three years.

Stock Options Restricted Share Units and LTIP Units

We have service-based and performance-based stock options outstanding. RSUs and LTIP Units outstanding, which generally vest over 5 to 8 years from the grant date. Performance-based stock options RSUs and LTIP Units outstanding vest upon meeting certain performance conditions or market conditions. Stock options generally vest over 3 to 5 years, expire 10 years after Upon vesting, the grant date, and have an exercise price grantee of RSUs receives new common shares equal to the closing trading price number of vested RSUs, less common shares withheld to satisfy the grantee's statutory tax liabilities arising from the vesting. Vested LTIP Units represent noncontrolling interests of PSA OP and may be converted, subject to the satisfaction of all applicable vesting conditions, on a one-for-one basis into common units of PSA OP, which are exchangeable by the holders for cash, or at the Company's election, on a one-for-one basis into common shares of the Company. Holders of RSUs and LTIP Units are entitled to receive per-unit cash distributions equal to the per-share dividends received by our common shares shareholders, except that holders of performance-based awards are not entitled to receive the full distributions until expiration of the applicable performance period, at which time holders of any earned performance-based awards are entitled to receive a catch-up distribution for the periods prior to such time.

Below is a summary of award activity issued in the form of RSUs and LTIP Units for the three months ended March 31, 2024.

	Service-Based	Performance-Based (a)	Total
Unvested awards outstanding January 1, 2024	322,648	94,013	416,661
Granted (b)	4,470	34,550	39,020
Vested (c)	(55,481)	(9,250)	(64,731)
Forfeited	(7,365)	—	(7,365)
Unvested awards outstanding March 31, 2024	264,272	119,313	383,585

(a) Number of performance-based awards are presented based on the grant date. New shares are issued for options exercised. Employees cannot require target performance pursuant to the Company terms of each applicable award when granted and adjusted to settle their the actual number of awards in cash. earned based on the actual performance.

(b) During the nine three months ended September 30, 2023 March 31, 2024, 177,168 stock options 34,550 performance-based LTIP Unit awards (at target) were granted 178,511 options were exercised, and 45,315 options were forfeited. A total of 3,117,825 stock options were outstanding at September 30, 2023 (3,164,483 at December 31, 2022).

During the nine months ended September 30, 2023, we granted 60,000 stock options in connection with non-management trustee compensation. For the remaining 117,168 stock options granted during the nine months ended September 30, 2023, to certain executive officers, where vesting is dependent upon meeting certain market conditions over the a three-year period from March 15, 2023 March 5, 2024 through March 14, 2026 March 4, 2027, with continued service-based vesting through the first quarter of 2028. 2029. These stock options LTIP Unit awards require relative achievement of the Company's total shareholder return as compared to the weighted average total shareholder return of specified peer groups and can result in grantees earning up from zero to 200% a maximum of 69,100 LTIP Units.

(c) 16,914 common shares were issued from the target options originally granted. vesting of RSUs.

For the three and nine months ended September 30, 2023 March 31, 2024, we incurred share-based compensation cost for outstanding stock options RSUs and LTIP Units of $3.6 million $7.9 million.

Stock Options and $11.3 million, respectively, as compared to $4.2 million and $15.8 million for the same periods in 2022.

Restricted Share AO LTIP Units

We have service-based and performance-based RSUs outstanding, which generally vest over 5 to 8 years from the grant date. stock options and AO LTIP Units outstanding. Performance-based RSUs outstanding stock options and AO LTIP Units vest upon meeting certain performance conditions or market conditions. Upon vesting, Stock options and AO LTIP Units generally vest over 3 to 5 years, expire 10 years after the grantee receives new common shares grant date, and have an exercise or conversion price equal to the closing trading price of our common shares on the grant date. Common shares of the Company are issued for options exercised and vested LTIP Units are issued for AO LTIP Units converted. Employees cannot require the Company to settle their awards in cash.

Below is a summary of award activity issued in the form of stock options and AO LTIP Units for the three months ended March 31, 2024.

	Service-Based	Performance-Based (a)	Total

Awards outstanding January 1, 2024	1,629,742	1,421,479	3,051,221
Granted (b)	64,278	63,717	127,995
Exercised or converted (c)	(111,048)	(27,616)	(138,664)
Awards outstanding March 31, 2024	1,582,972	1,457,580	3,040,552
Awards exercisable at March 31, 2024	1,394,671	885,994	2,280,665

(a) Number of performance-based awards are presented based on the target performance pursuant to the terms of each applicable award when granted and adjusted to the actual number of vested RSUs, less common shares withheld to satisfy awards earned based on the grantee's statutory tax liabilities arising from the vesting. actual performance.

(b) During the nine three months ended September 30, 2023 March 31, 2024, 42,452 RSUs 64,278 of service-based and 63,717 of performance-based AO LTIP Unit awards (at target) were granted 30,148 RSUs were forfeited and 77,400 RSUs vested. to certain executive officers. The vesting resulted in of the issuance of 55,595 common shares. A total of 410,951 RSUs were outstanding at September 30, 2023 (476,047 at December 31, 2022).

Among the 42,452 RSUs granted during the nine months ended September 30, 2023, 37,211 RSUs were awarded where vesting performance-based AO LTIP Unit awards is dependent upon meeting certain market conditions over a three-year period from March 15, 2023 March 5, 2024 through March 14, 2026 March 4, 2027, with continued service-based vesting through the first quarter of 2028. 2029. These RSUs performance-based AO LTIP Unit awards require relative achievement of the Company's total shareholder return as compared to the weighted average total shareholder return of specified peer groups and can result in grantees earning up from zero to 200% a maximum of 127,434 AO LTIP Units.

(c) 35,389 common shares were issued upon the target RSUs originally granted.

Also included exercise of stock options. 44,058 vested LTIP Units were issued upon conversion of 103,275 AO LTIP Units in the RSUs granted during the nine three months ended September 30, 2023 are 5,241 service-based RSUs. March 31, 2024.

For the three months ended March 31, 2024, we incurred share-based compensation cost for stock options and AO LTIP Units of $2.9 million.

For the three and nine months ended September 30, 2023, we incurred share-based compensation cost for RSUs of $6.3 million and $21.1 million, respectively, as compared to $9.7 million and $30.6 million for the same periods in 2022.

Trustee Deferral Program

Non-management trustees may elect to receive all or a portion of their cash retainers in cash, unrestricted common shares, or fully-vested DSUs to be settled at a specified future date. Unrestricted common shares and/or DSUs will be granted to the non-management trustee on the last day of each calendar quarter based on the cash retainer earned for that quarter and converted into a number of shares or units based on the applicable closing price of our common shares on such date. During the nine three months ended September 30, 2023 March 31, 2024, we granted 1,590 560 DSUs and 674 115 unrestricted common shares. During the nine three months ended September 30, 2023 March 31, 2024, 867 416 previously granted DSUs were settled in common shares. A total of 10,274 10,913 DSUs were outstanding at September 30, 2023 (9,551 March 31, 2024 (10,769 at December 31, 2022 December 31, 2023).

13. 12. Net Income per Common Share

We allocate net income to (i) noncontrolling interests based upon their contractual rights in the respective subsidiaries or for participating noncontrolling interests based upon their participation in both distributed and undistributed earnings of the Company, (ii) preferred shareholders, for distributions paid or payable, (iii) preferred shareholders, to the extent redemption cost exceeds the related original net issuance proceeds (a "preferred share redemption charge"), and (iv) RSUs and unvested LTIP Units, for non-forfeitable dividends and distributions paid and adjusted for participation rights in undistributed earnings of the Company.

We calculate basic and diluted net income per common share based upon net income allocable to common shareholders, divided by (i) weighted average common shares for basic net income per common share, and (ii) weighted average common shares adjusted for the impact of dilutive stock options and AO LTIP Units outstanding for diluted net income per common share. Stock options and AO LTIP Units representing 317,062 443,336 common shares were excluded from the computation of diluted earnings per share for the three and nine months ended September 30, 2023 March 31, 2024, as compared to 147,344 264,512 common shares for the same periods period in 2022, 2023, because their effect would have been antidilutive.

The following table reconciles the numerators and denominators of the basic and diluted net income per common shares computation for the three and nine months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively (in thousands, except per share amounts):

	Three Months Ended March 31,

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Numerator for basic and dilutive net income per common share – net income allocable to common shareholders	Numerator for basic and dilutive net income per common share – net income allocable to common shareholders	$563,237	$2,712,161	$1,559,084	$3,779,666
Numerator for basic and dilutive net income per common share – net income allocable to common shareholders					
Numerator for basic and dilutive net income per common share – net income allocable to common shareholders					
Denominator for basic net income per share - weighted average common shares outstanding	Denominator for basic net income per share - weighted average common shares outstanding	175,499	175,283	175,451	175,227
Net effect of dilutive stock options - based on treasury stock method		651	1,045	719	1,098
Denominator for basic net income per share - weighted average common shares outstanding					
Denominator for basic net income per share - weighted average common shares outstanding					
Net effect of dilutive stock options and AO LTIP Units - based on treasury stock method					
Net effect of dilutive stock options and AO LTIP Units - based on treasury stock method					
Net effect of dilutive stock options and AO LTIP Units - based on treasury stock method					

Denominator for dilutive net income per share - weighted average common shares outstanding					
Denominator for dilutive net income per share - weighted average common shares outstanding					
Denominator for dilutive net income per share - weighted average common shares outstanding	Denominator for dilutive net income per share - weighted average common shares outstanding	176,150	176,328	176,170	176,325
Net income per common share:	Net income per common share:				
Net income per common share:					
Net income per common share:					
Basic					
Basic					
Basic	Basic	$ 3.21	$ 15.47	$ 8.89	$ 21.57
Dilutive	Dilutive	$ 3.20	$ 15.38	$ 8.85	$ 21.44
Dilutive					
Dilutive					

PUBLIC STORAGE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2023 March 31, 2024
(Unaudited)

14. 13. Segment Information

Our operating segments reflect the significant components of our operations where discrete financial information is evaluated separately by our chief operating decision maker.

Self-Storage Operations

The Self-Storage Operations reportable segment reflects the aggregated rental operations from the self-storage facilities we own from through the following operating segments: (i) Same Store Facilities, (ii) Acquired Facilities, (iii) Newly Developed and Expanded Facilities, and (iv) Other Non-Same Store Facilities. The presentation in the table below sets forth the Net Operating Income ("NOI") of this reportable segment, as well as the related depreciation expense. For all periods presented, substantially all of our real estate facilities, goodwill and other intangible assets, other assets, and accrued and other liabilities are associated with the Self-Storage Operations reportable segment.

Ancillary Operations

The Ancillary Operations reflects the combined operations of our tenant reinsurance, merchandise sales, and third party property management operating segments.

Presentation of Segment Information

The following table reconciles NOI and net income attributable to our reportable segment to our consolidated net income:

	Three Months Ended March 31,	
	Three Months Ended September 30,	Nine Months Ended September 30,

		2023	2022	2023	2022
		(amounts in thousands)			
Self-Storage Operations Reportable Segment	***Self-Storage Operations Reportable Segment***				
Revenue	Revenue	$1,078,721	$1,027,374	$3,167,025	$2,917,675
Revenue					
Revenue					
Cost of operations					
Cost of operations					
Cost of operations	Cost of operations	(267,785)	(255,470)	(794,078)	(738,953)
Net operating income	Net operating income	810,936	771,904	2,372,947	2,178,722
Net operating income					
Net operating income					
Depreciation and amortization	Depreciation and amortization	(238,748)	(220,772)	(682,531)	(661,608)
Depreciation and amortization					
Depreciation and amortization					
Net income					
Net income					
Net income	Net income	572,188	551,132	1,690,416	1,517,114
Ancillary Operations	***Ancillary Operations***				
Ancillary Operations					
Ancillary Operations					
Revenue					
Revenue					
Revenue	Revenue	65,099	60,757	190,797	175,946
Cost of operations	Cost of operations	(21,159)	(21,572)	(63,037)	(54,297)
Cost of operations					
Cost of operations					
Net operating income					
Net operating income					
Net operating income	Net operating income	43,940	39,185	127,760	121,649
Total net income allocated to segments	Total net income allocated to segments	616,128	590,317	1,818,176	1,638,763
Total net income allocated to segments					
Total net income allocated to segments					
Other items not allocated to segments:	***Other items not allocated to segments:***				
Other items not allocated to segments:					

(amounts in thousands)

Other items not allocated to segments:					
Real estate acquisition and development expense					
Real estate acquisition and development expense					
Real estate acquisition and development expense					
General and administrative					
General and administrative					
General and administrative	General and administrative	(28,625)	(29,501)	(79,603)	(81,401)
Interest and other income	Interest and other income	32,295	12,736	69,381	26,394
Interest and other income					
Interest and other income					
Interest expense					
Interest expense					
Interest expense	Interest expense	(58,350)	(34,113)	(132,530)	(100,178)
Equity in earnings of unconsolidated real estate entities	Equity in earnings of unconsolidated real estate entities	7,227	8,180	22,787	100,129
Foreign currency exchange gain		47,880	100,170	19,924	237,270
Equity in earnings of unconsolidated real estate entities					
Equity in earnings of unconsolidated real estate entities					
Foreign currency exchange gain (loss)					
Foreign currency exchange gain (loss)					
Foreign currency exchange gain (loss)					
Gain on sale of real estate	Gain on sale of real estate	88	1,503	88	1,503
Gain on sale of equity investment in PS Business Parks, Inc.		—	2,128,860	—	2,128,860
Gain on sale of real estate					
Gain on sale of real estate					
Income tax expense					
Income tax expense					
Income tax expense					
Net income	Net income	$ 616,643	$2,778,152	$1,718,223	$3,951,340
Net income					
Net income					

15. 14. Commitments and Contingencies

Contingent Losses

We are a party to various legal proceedings and subject to various claims and complaints; however, we believe that the likelihood of these contingencies resulting in a material loss to the Company, either individually or in the aggregate, is remote.

Insurance and Loss Exposure

We carry property, earthquake, general liability, employee medical insurance, and workers compensation coverage through internationally recognized insurance carriers, subject to deductibles. Our deductible for general liability is $2.0 million per occurrence. Our annual deductible for property loss is $25.0 million per occurrence. This deductible decreases to $5.0 million once we reach $35.0 million in aggregate losses for occurrences that exceed $5.0 million. Insurance carriers' aggregate limits on these policies of $75.0 million for property losses and $102.0 million for general liability losses are higher than estimates of maximum probable losses that could occur from individual catastrophic events determined in recent engineering and actuarial studies; however, in case of multiple catastrophic events, these limits could be exceeded.

We reinsure a program that provides insurance to our customers from an independent third-party insurer. This program covers customer claims for losses to goods stored at our facilities as a result of specific named perils (earthquakes are not covered by this program), up to a maximum limit of $5,000 per storage unit. We reinsure all risks in this program, but purchase insurance to cover this exposure for a limit of $15.0 million for losses in excess of $5.0 million per occurrence. We are subject to licensing requirements and regulations in all states. Customers participate in the program at their option. At September 30, 2023 March 31, 2024, there were approximately 1.4 million certificates held by our self-storage customers, representing aggregate coverage of approximately $6.1 billion $6.5 billion.

Commitments

We have construction commitments representing future expected payments for construction under contract totaling $199.8 million $143.4 million at September 30, 2023 March 31, 2024. We expect to pay approximately $42.3 million $113.5 million in the remainder of 2023, $152.1 million in 2024 and $5.4 million $29.9 million in 2025 for these construction commitments.

We have future contractual payments on land, equipment and office space under various lease commitments totaling $65.0 million $64.4 million at September 30, 2023 March 31, 2024. We expect to pay approximately $0.8 million $2.9 million in the remainder of 2023, $3.6 million 2024, $4.1 million in each of 2024, 2025, and $4.0 million in 2026, $2.6 million in 2027, $2.5 million in 2028, and $50.8 million $48.3 million thereafter for these commitments.

16. 15. Subsequent Events

On April 11, 2024, PSOC issued €150 million of senior notes to institutional investors, bearing interest at a fixed rate of 4.080% and maturing on April 11, 2039. The senior notes are guaranteed by Public Storage. We received $162.6 million of net proceeds from the issuance after converting the Euros to U.S. Dollars. On April 11, 2024, we repaid PSOC's €100 million 1.540% senior notes due April 12, 2024 to the same institutional investors for $108.4 million.

On April 16, 2024, PSOC completed a public offering of $1.0 billion aggregate principal amount of senior notes, including $700 million aggregate principal amount of floating rate senior notes bearing interest at a rate of Compounded SOFR + 0.70% (reset quarterly) maturing on April 16, 2027 and $300 million aggregate principal amount of senior notes bearing interest at a fixed annual rate of 5.350% maturing on August 1, 2053. The 2053 notes constitute a further issuance of, and form a single series with, our outstanding 5.350% senior notes due 2053 issued on July 26, 2023 in the aggregate principal amount of $600 million. These senior notes are guaranteed by Public Storage. We received $988.5 million of net proceeds from the offering. On April 23, 2024, we repaid our outstanding $700 million aggregate principal amount of floating rate senior notes at maturity.

Subsequent to September 30, 2023 March 31, 2024, we acquired or were under contract to acquire eleven four self-storage facilities across eight four states with 0.8 million 0.3 million net rentable square feet, for $170.3 million $34.6 million.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

On August 14, 2023, the Company completed its corporate reorganization into a holding company structure commonly referred to as an umbrella partnership real estate investment trust, or UPREIT. Following the Reorganization, substantially all of our business is conducted through Public Storage OP, L.P., a Delaware limited partnership ("PSA OP") and its subsidiaries, including Public Storage Operating Company ("PSOC"), formerly known as Public Storage. The parent entity, Public Storage, does not have material assets or liabilities, other than through its limited partnership interest of PSA OP and all the membership interest of PSA OP's general partner, PSOP GP, LLC, a Delaware limited liability company ("PSOP GP").

Cautionary Statement Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements include statements relating to our 2023 2024 outlook and all underlying assumptions, our expected acquisition, disposition, development, and redevelopment activity, supply and demand for our self-storage facilities, information relating to operating trends in our markets, expectations regarding operating expenses, including property tax changes, expectations regarding the impacts from inflation and a potential future recession, changes in macroeconomic conditions, our strategic priorities, expectations with respect to financing activities, rental rates, cap rates, and yields, leasing expectations, our credit ratings, and all other statements other than statements of historical fact. Such statements are based on management's beliefs and assumptions made based on information currently available to management and may be identified by the use of the words "outlook," "guidance," "expects," "believes," "anticipates," "should," "estimates," and similar expressions.

These forward-looking statements involve known and unknown risks and uncertainties, which may cause our actual results and performance to be materially different from those expressed or implied in the forward-looking statements. Factors and risks that may impact future results and performance include, but are not limited to those factors and risks described in Part 1, Item 1A, "Risk Factors" in our most recent Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023 filed with the Securities and Exchange Commission (the "SEC") on February 21, 2023 February 20, 2024 and in our other filings with the SEC. These include changes in demand for our facilities, changes in macroeconomic conditions, changes in national self-storage facility development activity, impacts of natural disasters, adverse changes in laws and regulations including governing property tax, evictions, rental rates, minimum wage levels, and insurance, adverse economic effects from public health emergencies, international military conflicts, or similar events impacting public health and/or economic activity, increases in the costs of our primary customer acquisition channels, adverse impacts to us and our customers from high interest rates, inflation, unfavorable foreign currency rate fluctuations, or changes in federal or state tax laws related to the taxation of REITs, security breaches, including ransomware, or a failure of our networks, systems, or technology.

These forward-looking statements speak only as of the date of this report or as of the dates indicated in the statements. All of our forward-looking statements, including those in this report, are qualified in their entirety by this cautionary statement. We expressly disclaim any obligation to update publicly or otherwise revise any forward-looking statements, whether because of new information, new estimates, or other factors, events or circumstances after the date of these forward-looking statements, except when expressly required by law. Given these risks and uncertainties, you should not rely on any forward-looking statements in this report, or which management may make orally or in writing from time to time, neither as predictions of future events nor guarantees of future performance.

Critical Accounting Estimates

The preparation of consolidated financial statements and related disclosures in conformity with U.S. generally accepted accounting principles ("GAAP") requires us to make judgments, assumptions, and estimates that affect the amounts reported. On an ongoing basis, we evaluate our estimates and assumptions. These estimates and assumptions are based on current facts, historical experience, and various other factors that we believe are reasonable under the circumstances to determine reported amounts of assets, liabilities, revenues, and expenses that are not readily apparent from other sources.

During the nine three months ended September 30, 2023 March 31, 2024, there were no material changes to our critical accounting estimates as compared to the critical accounting estimates disclosed in Management's Discussion and Analysis of Financial Condition and Results of Operations contained in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023.

Overview

Our self-storage operations generate most of our net income, and our earnings growth is impacted by the levels of growth within our Same Store Facilities (as defined below) as well as within our Acquired Facilities and Newly Developed and Expanded Facilities (both as defined below). Accordingly, a significant portion of management's time is devoted to maximizing cash flows from our existing self-storage facility portfolio.

During the three and nine months ended September 30, 2023 March 31, 2024, revenues generated by our Same Store Facilities (as defined below) increased by 2.5% 0.1% ($21.1 0.6 million) and 6.1% ($147.5 million), respectively, as compared to the same periods period in 2022, 2023, while Same Store cost of operations increased by 2.8% 4.8% ($5.5 10.9 million) and 4.5% ($26.1 million), respectively. . Demand and operating trends softened in the second half of 2022 continuing through 2023 as compared to what and the first quarter of 2024, and we experienced in 2020 and 2021. We expect these trends to lead to moderating levels continue and stabilize in the second half of income growth through 2023. 2024.

In addition to managing our existing facilities for organic growth, we We have grown and plan to continue to grow through the acquisition and development of new facilities and expansion of our existing self-storage facilities. Since the beginning of 2021, 2022, we acquired a total of 459 238 facilities with 38.0 million 16.8 million net rentable square feet for $8.3 $3.4 billion. Additionally, within our non-same store portfolio, we have developed our Newly Developed and expanded Expanded Facilities (as defined below) include a total of 140 123 self-storage facilities of 16.3 with 14.3 million net rentable square feet for feet. For development and expansions completed by March 31, 2024, we incurred a total cost of $1.4 $1.3 billion. During the three and nine months ended September 30, 2023 March 31, 2024, combined net operating income generated by our Acquired Facilities (as defined below) and Newly Developed and Expanded Facilities increased 23.8% 82.7% ($23.9 32.5 million) and 26.2% ($71.0 million), respectively, as compared to the same periods period in 2022.

On September 13, 2023, we acquired BREIT Simply Storage LLC, a self-storage company that owns and operates 127 self-storage facilities (9.4 million square feet) and manages 25 self-storage facilities for third parties, for a purchase price of $2.2 billion in cash (the "Simply Acquisition"). The 127 wholly-owned facilities are geographically diversified across 18 states and located in submarkets with strong demand drivers and other desirable characteristics.

In connection with the Simply Acquisition, on July 26, 2023, we completed a public offering of $2.2 billion aggregate principal amount of unsecured senior notes in various tranches and maturities. 2023.

We have experienced recent inflationary impacts on our cost of operations including labor, utilities, and repairs and maintenance, and costs of development and expansion activities, and we may continue expect to experience such impacts in the future. We have implemented various initiatives to manage the adverse impacts, such as enhancements in operational processes and investments in technology to reduce payroll hours, achievement of economies of scale from recent acquisitions with supervisory payroll and centralized management costs allocated over a broader number of self-storage facilities, and investments in solar power and LED lights to lower utility usage.

In order to enhance the competitive position of certain of our facilities relative to local competitors (including newly developed facilities), we have embarked on our multi-year Property of Tomorrow program to (i) rebrand our properties with more pronounced, attractive, and clearly identifiable color schemes and signage (ii) enhance the energy efficiency of our properties, and (iii) (ii) upgrade the configuration and layout of the offices and other customer zones to improve the customer experience. We expect to complete the program in 2024. We spent approximately $119 $25 million on the program in the nine three months ended September 30, 2023 March 31, 2024 and expect to spend approximately $150 million over 2023 2024 on this effort. We have also embarked on a solar program under which we plan to install solar panels on over 1,000 of our self-storage facilities. We have completed the installations on 395 519 facilities through September 30, 2023 March 31, 2024. We spent approximately $38 million $13 million on the program in the nine three months ended September 30, 2023 March 31, 2024 and expect to spend $54 million $100 million over 2023 2024 on this effort.

On April 11, 2024, PSOC issued €150 million of senior notes to institutional investors, bearing interest at a fixed rate of 4.080% and maturing on April 11, 2039. The senior notes are guaranteed by Public Storage. We received $162.6 million of net proceeds from the issuance after converting the Euros to U.S. Dollars. On April 11, 2024, we repaid PSOC's €100 million 1.540% senior notes due April 12, 2024 to the same institutional investors for $108.4 million.

On April 16, 2024, PSOC completed a public offering of $1.0 billion aggregate principal amount of senior notes, including $700 million aggregate principal amount of floating rate senior notes bearing interest at a rate of Compounded SOFR + 0.70% (reset quarterly) maturing on April 16, 2027 and $300 million aggregate principal amount of senior notes bearing interest at a fixed annual rate of 5.350% maturing on August 1, 2053. The 2053 notes constitute a further issuance of, and form a single series with, our outstanding 5.350% senior notes due 2053 issued on July 26, 2023 in the aggregate principal amount of $600 million. These senior notes are guaranteed by Public Storage. We received $988.5 million of net proceeds from the offering. On April 23, 2024, we repaid our outstanding $700 million aggregate principal amount of floating rate senior notes at maturity.

Results of Operations

Operating Results for the Three Months Ended September 30, 2023 March 31, 2024 and 2022

2023

For the three months ended September 30, 2023 March 31, 2024, net income allocable to our common shareholders was $563.2 $459.2 million or $3.20 $2.60 per diluted common share, compared to $2.7 billion $467.6 million or $15.38 $2.65 per diluted common share for the same period in 2022, 2023, representing a decrease of $2.1 billion $8.4 million or $12.18 $0.05 per diluted common share. The decrease is due primarily to (i) a $2.1 billion gain on sale of our equity investment $63.6 million increase in PSB in July 2022, depreciation and amortization expense and (ii) a $52.3 $31.7 million decrease increase in interest expense, partially offset by (iii) a $64.4 million increase in foreign currency exchange gains primarily associated with our Euro denominated notes payable and (iii) a $24.2 million increase in interest expense, partially offset by (iv) a $39.0 $25.1 million increase in self-storage net operating income and (v) a $19.6 million increase in interest and other income.

The $39.0 $25.1 million increase in self-storage net operating income in the three months ended September 30, 2023 March 31, 2024 as compared to the same period in 2022 2023 is a result of a $15.7 million increase attributable to our Same Store Facilities and a $23.3 $35.4 million increase attributable to our non-same store facilities. facilities, partially offset by a $10.3 million decrease attributable to our Same Store Facilities. Revenues for the Same Store Facilities increased 2.5% 0.1% or $21.1 $0.6 million in the three months ended September 30, 2023 March 31, 2024 as compared to the same period in 2022, 2023, due primarily to a higher realized annual rent per occupied square foot, partially offset by a decline in occupancy. Cost of operations for the Same Store Facilities increased by 2.8% 4.8% or $5.5 $10.9 million in the three months ended September 30, 2023 March 31, 2024 as compared to the same period in 2022, 2023, due primarily to increased property tax expense and marketing expense. The increase in net operating income of $23.3 $35.4 million for the non-same store facilities is due primarily to the impact of facilities acquired in 2021, 2022, and 2023 and the fill-up of recently developed and expanded facilities.

Operating Results for the Nine Months Ended September 30, 2023 and 2022

For the nine months ended September 30, 2023, net income allocable to our common shareholders was $1.6 billion or $8.85 per diluted common share, compared to $3.8 billion or $21.44 per diluted common share for the same period in 2022, representing a decrease of $2.2 billion or $12.59 per diluted common share. The decrease is due primarily to (i) a $2.1 billion gain on sale of our equity investment in PSB in July 2022, (ii) a $217.3 million decrease in foreign currency exchange gains primarily associated with our Euro denominated notes payable, (iii) a $77.3 million decrease in equity in earnings of unconsolidated real estate entities due to our sale of PSB in July 2022, and (iv) a $32.4 million increase in interest expense, partially offset by (v) a $194.2 million increase in self-storage net operating income and (vi) a $43.0 million increase in interest and other income.

The $194.2 million increase in self-storage net operating income in the nine months ended September 30, 2023 as compared to the same period in 2022 is a result of a $121.4 million increase attributable to our Same Store Facilities and a $72.8 million increase attributable to our non-same store facilities. Revenues for the Same Store Facilities increased 6.1% or $147.5 million in the nine months ended September 30, 2023 as compared to the same period in 2022, due primarily to higher realized annual rent per occupied square foot, partially offset by a decline in occupancy. Cost of operations for the Same Store Facilities increased by 4.5% or $26.1 million in the nine months ended September 30, 2023 as compared to the same period in 2022, due primarily to increased property tax expense, marketing expense, and other direct property costs. The increase in net operating income of $72.8 million for the non-same store facilities is due primarily to the impact of facilities acquired in 2021 and 2022 and the fill-up of recently developed and expanded facilities.

Funds from Operations and Core Funds from Operations

Funds from Operations ("FFO") and FFO per share are non-GAAP measures defined by Nareit. We believe that FFO and FFO per share are useful to REIT investors and analysts in measuring our performance because Nareit's definition of FFO excludes items included in net income that do not relate to or are not indicative of our operating and financial performance. FFO represents net income before real estate-related depreciation and amortization, which is excluded because it is based upon historical costs and assumes that building values diminish ratably over time, while we believe that real estate values fluctuate due to market conditions. FFO also excludes gains or losses on sale of real estate assets and real estate impairment charges, which are also based upon historical costs and are impacted by historical depreciation. FFO and FFO per share are not a substitute for net income or earnings per share. FFO is not a substitute for net cash flow in evaluating our liquidity or ability to pay dividends, because it excludes investing and financing activities presented on our consolidated statements of cash flows. In addition, other REITs may compute these measures differently, so comparisons among REITs may not be helpful.

For the three months ended September 30, 2023 March 31, 2024, FFO was $4.58 $4.24 per diluted common share as compared to $4.66 $3.94 per diluted common share for the same period in 2022, 2023, representing a decrease an increase of 1.7% 7.6%, or $0.08 $0.30 per diluted common share.

For the nine months ended September 30, 2023, FFO was $12.82 per diluted common share as compared to $13.08 per diluted common share for the same period in 2022, representing a decrease of 2.0%, or $0.26 per diluted common share.

We also present "Core FFO" and "Core FFO per share" non-GAAP measures that represent FFO and FFO per share excluding the impact of (i) foreign currency exchange gains and losses, (ii) charges related to the redemption of preferred securities, and (iii) certain other non-cash and/or nonrecurring income or expense items primarily representing, with respect to the periods presented below, the impact of loss contingency resolution, resolutions, due diligence costs incurred in pursuit of strategic transactions, unrealized gain on private equity investments, UPREIT reorganization costs, Simply integration costs, and amortization of acquired non real estate-related intangibles from the Simply Acquisition, property losses and tenant claims due to casualties and our equity share of deferred tax benefits of a change in tax status and severance of a senior executive from our equity investees. intangibles. We review Core FFO and Core FFO per share to evaluate our ongoing operating performance and we believe they are used by investors and REIT analysts in a similar manner. However, Core FFO and Core FFO per share are not substitutes for net income and net income per share. Because other REITs may not compute Core FFO or Core FFO per share in the same manner as we do, may not use the same terminology or may not present such measures, Core FFO and Core FFO per share may not be comparable among REITs.

The following table reconciles net income to FFO and Core FFO and reconciles diluted earnings per share to FFO per share and Core FFO per share:

		Three Months Ended September 30,			Nine Months Ended September 30,		
		2023	2022	Percentage Change	2023	2022	Percentage Change
		(Amounts in thousands, except per share data)					
		(Amounts in thousands, except per share data)					
		(Amounts in thousands, except per share data)					
		(Amounts in thousands, except per share data)					
Reconciliation of Net Income to FFO and Core FFO:	**Reconciliation of Net Income to FFO and Core FFO:**						
Net income allocable to common shareholders	Net income allocable to common shareholders	$ 563,237	$ 2,712,161	(79.2) %	$ 1,559,084	$ 3,779,666	(58.8) %
Net income allocable to common shareholders							
Net income allocable to common shareholders							
Eliminate items excluded from FFO:							
Eliminate items excluded from FFO:							
Eliminate items excluded from FFO:	Eliminate items excluded from FFO:						
Real estate-related depreciation and amortization	Real estate-related depreciation and amortization	237,098	218,963		677,856	657,131	
Depreciation from unconsolidated real estate investments		8,457	10,599		26,141	44,985	
Depreciation allocated to noncontrolling interests and restricted share unitholders		(1,612)	(1,843)		(4,817)	(4,841)	
Real estate-related depreciation and amortization							
Real estate-related depreciation and amortization							
Real estate-related depreciation from unconsolidated real estate investments							
Real estate-related depreciation from unconsolidated real estate investments							
Real estate-related depreciation from unconsolidated real estate investments							

Real estate-related depreciation allocated to noncontrolling interests and restricted share unitholders and unvested LTIP unitholders							
Real estate-related depreciation allocated to noncontrolling interests and restricted share unitholders and unvested LTIP unitholders							
Real estate-related depreciation allocated to noncontrolling interests and restricted share unitholders and unvested LTIP unitholders							
Gains on sale of real estate investments, including our equity share from investments	Gains on sale of real estate investments, including our equity share from investments	(167)	(1,219)		(239)	(54,403)	
Gain on sale of equity investment in PS Business Parks, Inc.		—	(2,116,839)		—	(2,116,839)	
Gains on sale of real estate investments, including our equity share from investments							
Gains on sale of real estate investments, including our equity share from investments							
FFO allocable to common shares							
FFO allocable to common shares							
FFO allocable to common shares	FFO allocable to common shares	$ 807,013	$ 821,822	(1.8) %	$ 2,258,025	$ 2,305,699	(2.1) %
Eliminate the impact of items excluded from Core FFO, including our equity share from investments:	Eliminate the impact of items excluded from Core FFO, including our equity share from investments:						
Foreign currency exchange gain		(47,880)	(100,170)		(19,924)	(237,270)	
Eliminate the impact of items excluded from Core FFO, including our equity share from investments:							
Eliminate the impact of items excluded from Core FFO, including our equity share from investments:							
Foreign currency exchange (gain) loss							
Foreign currency exchange (gain) loss							
Foreign currency exchange (gain) loss							
Property losses and tenant claims due to casualties		—	6,118		—	6,118	
Other items							
Other items							
Other items	Other items	3,804	(344)		(2,422)	422	
Core FFO allocable to common shares	Core FFO allocable to common shares	$ 762,937	$ 727,426	4.9 %	$ 2,235,679	$ 2,074,969	7.7 %
Core FFO allocable to common shares							
Core FFO allocable to common shares							

Reconciliation of Diluted Earnings per Share to FFO per Share and Core FFO per Share:													
Reconciliation of Diluted Earnings per Share to FFO per Share and Core FFO per Share:													
Reconciliation of Diluted Earnings per Share to FFO per Share and Core FFO per Share:	**Reconciliation of Diluted Earnings per Share to FFO per Share and Core FFO per Share:**												
Diluted earnings per share	Diluted earnings per share	$	3.20	$	15.38	(79.2)	%	$	8.85	$	21.44	(58.7)	%
Diluted earnings per share													
Diluted earnings per share													
Eliminate amounts per share excluded from FFO:													
Eliminate amounts per share excluded from FFO:													
Eliminate amounts per share excluded from FFO:	Eliminate amounts per share excluded from FFO:												
Real estate-related depreciation and amortization	Real estate-related depreciation and amortization		1.38		1.29				3.97		3.95		
Real estate-related depreciation and amortization													
Real estate-related depreciation and amortization													
Gains on sale of real estate investments, including our equity share from investments	Gains on sale of real estate investments, including our equity share from investments		—		(0.01)				—		(0.31)		
Gain on sale of equity investment in PS Business Parks, Inc.			—		(12.00)				—		(12.00)		
Gains on sale of real estate investments, including our equity share from investments													
Gains on sale of real estate investments, including our equity share from investments													
FFO per share													
FFO per share													
FFO per share	FFO per share	$	4.58	$	4.66	(1.7)	%	$	12.82	$	13.08	(2.0)	%
Eliminate the per share impact of items excluded from Core FFO, including our equity share from investments:	Eliminate the per share impact of items excluded from Core FFO, including our equity share from investments:												
Foreign currency exchange gain			(0.27)		(0.57)				(0.11)		(1.35)		

Eliminate the per share impact of items excluded from Core FFO, including our equity share from investments:							
Eliminate the per share impact of items excluded from Core FFO, including our equity share from investments:							
Foreign currency exchange (gain) loss							
Foreign currency exchange (gain) loss							
Foreign currency exchange (gain) loss							
Property losses and tenant claims due to casualties		—	0.04		—	0.04	
Other items							
Other items							
Other items	Other items	0.02	—		(0.02)	—	
Core FFO per share	Core FFO per share	$ 4.33	$ 4.13	4.8 %	$ 12.69	$ 11.77	7.8 %
Core FFO per share							
Core FFO per share							
Diluted weighted average common shares	Diluted weighted average common shares	176,150	176,328		176,170	176,325	
Diluted weighted average common shares							
Diluted weighted average common shares							

Analysis of Net Income — Self-Storage Operations

Our self-storage operations are analyzed in four groups: (i) the 2,343 2,507 facilities that we have owned and operated on a stabilized basis since January 1, 2021 January 1, 2022 (the “Same Store Facilities”), (ii) 459 238 facilities we acquired since January 1, 2021 January 1, 2022 (the “Acquired Facilities”), (iii) 140 123 facilities that have been newly developed or expanded, or that will commence expansion by December 31, 2023 December 31, 2024 (the “Newly Developed and Expanded Facilities”), and (iv) 86 177 other facilities, which are otherwise not stabilized with respect to occupancies or rental rates since January 1, 2021 January 1, 2022 (the “Other Non-same Store Facilities”). See Note 14 13 to our September 30, 2023 March 31, 2024 consolidated financial statements “Segment Information,” for a reconciliation of the amounts in the tables below to our total net income.

Self-Storage Operations	**Self-Storage Operations**							
Self-Storage Operations								
Self-Storage Operations								
Summary	**Summary**	Three Months Ended September 30,			Nine Months Ended September 30,			
Summary								
Summary								
		2023	2022	Percentage Change	2023	2022	Percentage Change	
		(Dollar amounts and square footage in thousands)						(Dollar amounts and square footage in thousands)
Revenues:	**Revenues:**							
Same Store Facilities	Same Store Facilities	$ 869,715	$ 848,596	2.5 %	$ 2,580,649	$ 2,433,134	6.1 %	
Same Store Facilities								
Same Store Facilities								
Acquired Facilities								
Acquired Facilities								
Acquired Facilities	Acquired Facilities	112,501	88,871	26.6 %	306,298	235,259	30.2 %	

Newly Developed and Expanded Facilities	Newly Developed and Expanded Facilities	67,758	61,278	10.6	%	195,233	169,211	15.4	%
Newly Developed and Expanded Facilities									
Newly Developed and Expanded Facilities									
Other Non-Same Store Facilities	Other Non-Same Store Facilities	28,747	28,629	0.4	%	84,845	80,071	6.0	%
		1,078,721	1,027,374	5.0	%	3,167,025	2,917,675	8.5	%
Other Non-Same Store Facilities									
Other Non-Same Store Facilities									
		1,086,045							
		1,086,045							
		1,086,045							
Cost of operations:									
Cost of operations:									
Cost of operations:	**Cost of operations:**								
Same Store Facilities	Same Store Facilities	202,407	196,955	2.8	%	605,491	579,343	4.5	%
Same Store Facilities									
Same Store Facilities									
Acquired Facilities									
Acquired Facilities									
Acquired Facilities	Acquired Facilities	35,601	31,278	13.8	%	100,316	82,092	22.2	%
Newly Developed and Expanded Facilities	Newly Developed and Expanded Facilities	20,188	18,319	10.2	%	58,937	51,138	15.3	%
Newly Developed and Expanded Facilities									
Newly Developed and Expanded Facilities									
Other Non-Same Store Facilities	Other Non-Same Store Facilities	9,589	8,918	7.5	%	29,334	26,380	11.2	%
		267,785	255,470	4.8	%	794,078	738,953	7.5	%
Other Non-Same Store Facilities									
Other Non-Same Store Facilities									
		297,414							
		297,414							
		297,414							
Net operating income (a):									
Net operating income (a):									
Net operating income (a):	**Net operating income (a):**								
Same Store Facilities	Same Store Facilities	667,308	651,641	2.4	%	1,975,158	1,853,791	6.5	%
Same Store Facilities									
Same Store Facilities									
Acquired Facilities									
Acquired Facilities									
Acquired Facilities	Acquired Facilities	76,900	57,593	33.5	%	205,982	153,167	34.5	%
Newly Developed and Expanded Facilities	Newly Developed and Expanded Facilities	47,570	42,959	10.7	%	136,296	118,073	15.4	%
Newly Developed and Expanded Facilities									
Newly Developed and Expanded Facilities									

Other Non-Same Store Facilities	Other Non-Same Store Facilities	19,158	19,711	(2.8)	%	55,511	53,691	3.4	%
Other Non-Same Store Facilities									
Other Non-Same Store Facilities									
Total net operating income									
Total net operating income									
Total net operating income	Total net operating income	810,936	771,904	5.1	%	2,372,947	2,178,722	8.9	%
Depreciation and amortization expense:	**Depreciation and amortization expense:**								
Depreciation and amortization expense:									
Depreciation and amortization expense:									
Same Store Facilities									
Same Store Facilities									
Same Store Facilities	Same Store Facilities	133,861	126,575	5.8	%	390,456	371,453	5.1	%
Acquired Facilities	Acquired Facilities	75,790	67,529	12.2	%	207,499	213,791	(2.9)	%
Acquired Facilities									
Acquired Facilities									
Newly Developed and Expanded Facilities									
Newly Developed and Expanded Facilities									
Newly Developed and Expanded Facilities	Newly Developed and Expanded Facilities	15,368	13,001	18.2	%	44,755	37,845	18.3	%
Other Non-Same Store Facilities	Other Non-Same Store Facilities	13,729	13,667	0.5	%	39,821	38,519	3.4	%
Other Non-Same Store Facilities									
Other Non-Same Store Facilities									
Total depreciation and amortization expense									
Total depreciation and amortization expense									
Total depreciation and amortization expense	Total depreciation and amortization expense	238,748	220,772	8.1	%	682,531	661,608	3.2	%
Net income (loss):	**Net income (loss):**								
Net income (loss):									
Net income (loss):									
Same Store Facilities									
Same Store Facilities									
Same Store Facilities	Same Store Facilities	533,447	525,066	1.6	%	1,584,702	1,482,338	6.9	%
Acquired Facilities	Acquired Facilities	1,110	(9,936)	(111.2)	%	(1,517)	(60,624)	(97.5)	%
Acquired Facilities									
Acquired Facilities									
Newly Developed and Expanded Facilities									
Newly Developed and Expanded Facilities									
Newly Developed and Expanded Facilities	Newly Developed and Expanded Facilities	32,202	29,958	7.5	%	91,541	80,228	14.1	%
Other Non-Same Store Facilities	Other Non-Same Store Facilities	5,429	6,044	(10.2)	%	15,690	15,172	3.4	%

Other Non-Same Store Facilities							
Other Non-Same Store Facilities							
Total net income							
Total net income							
Total net income	Total net income	$ 572,188	$ 551,132	3.8 %	$ 1,690,416	$ 1,517,114	11.4 %
Number of facilities at period end:	**Number of facilities at period end:**						
Number of facilities at period end:							
Number of facilities at period end:							
Same Store Facilities							
Same Store Facilities							
Same Store Facilities	Same Store Facilities				2,343	2,343	— %
Acquired Facilities	Acquired Facilities				459	276	66.3 %
Acquired Facilities							
Acquired Facilities							
Newly Developed and Expanded Facilities							
Newly Developed and Expanded Facilities							
Newly Developed and Expanded Facilities	Newly Developed and Expanded Facilities				140	131	6.9 %
Other Non-Same Store Facilities	Other Non-Same Store Facilities				86	86	— %
					3,028	2,836	6.8 %
Other Non-Same Store Facilities							
Other Non-Same Store Facilities							
		3,045					
		3,045					
		3,045					
Net rentable square footage at period end:							
Net rentable square footage at period end:							
Net rentable square footage at period end:	**Net rentable square footage at period end:**						
Same Store Facilities	Same Store Facilities				155,112	155,112	— %
Same Store Facilities							
Same Store Facilities							
Acquired Facilities							
Acquired Facilities							
Acquired Facilities	Acquired Facilities				38,045	24,997	52.2 %
Newly Developed and Expanded Facilities	Newly Developed and Expanded Facilities				16,296	14,991	8.7 %
Newly Developed and Expanded Facilities							
Newly Developed and Expanded Facilities							
Other Non-Same Store Facilities	Other Non-Same Store Facilities				7,049	7,078	(0.4) %
					216,502	202,178	7.1 %
Other Non-Same Store Facilities							
Other Non-Same Store Facilities							

218,400
218,400
218,400

(a) Net operating income or "NOI" is a non-GAAP financial measure that excludes the impact of depreciation and amortization expense, which is based upon historical real estate costs and assumes that building values diminish ratably over time, while we believe that real estate values fluctuate due to market conditions. We utilize NOI in determining current property values, evaluating property performance, and evaluating property operating trends. We believe that investors and analysts utilize NOI in a similar manner. NOI is not a substitute for net income, operating cash flow, or other related financial measures, in evaluating our operating results. See Note 14 13 to our September 30, 2023 March 31, 2024 consolidated financial statements for a reconciliation of NOI to our total net income for all periods presented.

Same Store Facilities

The Same Store Facilities consist of facilities we have owned and operated on a stabilized level of occupancy, revenues, and cost of operations since January 1, 2021 January 1, 2022. Our Same Store Facilities increased from 2,339 facilities at December 31, 2023 to 2,507 at March 31, 2024. The composition of our Same Store Facilities allows us more effectively to evaluate the ongoing performance of our self-storage portfolio in 2021, 2022, 2023, and 2023 2024 and exclude the impact of fill-up of unstabilized facilities, which can significantly affect operating trends. We believe investors and analysts use Same Store Facilities information in a similar manner. However, because other REITs may not compute Same Store Facilities in the same manner as we do, may not use the same terminology or may not present such a measure, Same Store Facilities may not be comparable among REITs.

The following table summarizes the historical operating results (for all periods presented) of these 2,343 2,507 facilities (155.1 (170.0 million net rentable square feet) that represent approximately 72% 78% of the aggregate net rentable square feet of our U.S. consolidated self-storage portfolio at September 30, 2023 March 31, 2024. It includes various measures and detail that we do not include in the analysis of the developed, acquired, and other non-same store facilities, due to the relative magnitude and importance of the Same Store Facilities relative to our other self-storage facilities.

Selected Operating Data for the Same Store Facilities (2,343 (2,507 facilities)

		Three Months Ended September 30,			Nine Months Ended September 30,			
		2023	2022	Percentage Change	2023	2022	Percentage Change	
		(Dollar amounts in thousands, except for per square foot data)						(Dollar amounts in thousands, except for per square foot data)
Revenues (a):	Revenues (a):							
Rental income	Rental income	$840,066	$820,805	2.3%	$2,494,408	$2,355,968	5.9%	
Rental income								
Rental income								
Late charges and administrative fees	Late charges and administrative fees	29,649	27,791	6.7%	86,241	77,166	11.8%	
Late charges and administrative fees								
Late charges and administrative fees								
Total revenues								
Total revenues								
Total revenues	Total revenues	869,715	848,596	2.5%	2,580,649	2,433,134	6.1%	
Direct cost of operations (a):	Direct cost of operations (a):							
Direct cost of operations (a):								
Direct cost of operations (a):								
Property taxes								
Property taxes								
Property taxes	Property taxes	77,988	75,550	3.2%	231,846	223,076	3.9%	
On-site property manager payroll	On-site property manager payroll	31,311	30,572	2.4%	95,328	92,865	2.7%	
On-site property manager payroll								
On-site property manager payroll								

Repairs and maintenance							
Repairs and maintenance							
Repairs and maintenance	Repairs and maintenance	14,775	15,092	(2.1)%	47,440	44,668	6.2%
Utilities	Utilities	12,023	12,661	(5.0)%	34,647	35,214	(1.6)%
Utilities							
Utilities							
Marketing							
Marketing							
Marketing	Marketing	18,024	12,982	38.8%	48,027	33,781	42.2%
Other direct property costs	Other direct property costs	22,595	21,549	4.9%	67,857	63,163	7.4%
Other direct property costs							
Other direct property costs							
Total direct cost of operations	Total direct cost of operations	176,716	168,406	4.9%	525,145	492,767	6.6%
Total direct cost of operations							
Total direct cost of operations							
Direct net operating income (b)							
Direct net operating income (b)							
Direct net operating income (b)	Direct net operating income (b)	692,999	680,190	1.9%	2,055,504	1,940,367	5.9%
Indirect cost of operations (a):	Indirect cost of operations (a):						
Indirect cost of operations (a):							
Indirect cost of operations (a):							
Supervisory payroll							
Supervisory payroll							
Supervisory payroll	Supervisory payroll	(8,091)	(8,622)	(6.2)%	(25,783)	(27,594)	(6.6)%
Centralized management costs	Centralized management costs	(15,241)	(16,510)	(7.7)%	(46,335)	(47,700)	(2.9)%
Centralized management costs							
Centralized management costs							
Share-based compensation							
Share-based compensation							
Share-based compensation	Share-based compensation	(2,359)	(3,417)	(31.0)%	(8,228)	(11,282)	(27.1)%
Net operating income	Net operating income	667,308	651,641	2.4%	1,975,158	1,853,791	6.5%
Net operating income							
Net operating income							
Depreciation and amortization expense							
Depreciation and amortization expense							
Depreciation and amortization expense	Depreciation and amortization expense	(133,861)	(126,575)	5.8%	(390,456)	(371,453)	5.1%
Net income	Net income	$533,447	$525,066	1.6%	$1,584,702	$1,482,338	6.9%
Net income							
Net income							
Gross margin (before indirect costs, depreciation and amortization expense)							
Gross margin (before indirect costs, depreciation and amortization expense)							
Gross margin (before indirect costs, depreciation and amortization expense)	Gross margin (before indirect costs, depreciation and amortization expense)	79.7%	80.2%	(0.6)%	79.7%	79.7%	—%
Gross margin (before depreciation and amortization expense)	Gross margin (before depreciation and amortization expense)	76.7%	76.8%	(0.1)%	76.5%	76.2%	0.4%
Gross margin (before depreciation and amortization expense)							
Gross margin (before depreciation and amortization expense)							
Weighted average for the period:	Weighted average for the period:						
Weighted average for the period:							
Weighted average for the period:							
Square foot occupancy							

Square foot occupancy							
Square foot occupancy	Square foot occupancy	93.4%	94.5%	(1.2)%	93.4%	95.3%	(2.0)%
Realized annual rental income per (c):	Realized annual rental income per (c):						
Realized annual rental income per (c):							
Realized annual rental income per (c):							
Occupied square foot							
Occupied square foot							
Occupied square foot	Occupied square foot	$ 23.20	$ 22.38	3.7%	$ 22.94	$ 21.25	8.0%
Available square foot	Available square foot	$ 21.65	$ 21.16	2.3%	$ 21.43	$ 20.24	5.9%
Available square foot							
Available square foot							
At September 30:							
At March 31:							
At March 31:							
At March 31:							
Square foot occupancy							
Square foot occupancy							
Square foot occupancy	Square foot occupancy				92.1%	93.3%	(1.3)%
Annual contract rent per occupied square foot (d)	Annual contract rent per occupied square foot (d)				$ 23.44	$ 22.82	2.7%
Annual contract rent per occupied square foot (d)							
Annual contract rent per occupied square foot (d)							

(a) Revenues and cost of operations do not include tenant reinsurance and merchandise sale revenues and expenses generated at the facilities. See “Ancillary Operations” below for more information.

(b) Direct net operating income (“Direct NOI”), a subtotal within NOI, is a non-GAAP financial measure that excludes the impact of supervisory payroll, centralized management costs, and share-based compensation in addition to depreciation and amortization expense. We utilize direct net operating income in evaluating property performance and in evaluating property operating trends as compared to our competitors.

(c) Realized annual rent per occupied square foot is computed by dividing rental income, before late charges and administrative fees, by the weighted average occupied square feet for the period. Realized annual rent per available square foot (“REVPAF”) is computed by dividing rental income, before late charges and administrative fees, by the total available net rentable square feet for the period. These measures exclude late charges and administrative fees in order to provide a better measure of our ongoing level of revenue. Late charges are dependent upon the level of delinquency, and administrative fees are dependent upon the level of move-ins. In addition, the rates charged for late charges and administrative fees can vary independently from rental rates. These measures take into consideration promotional discounts, which reduce rental income.

(d) Annual contract rent represents the agreed upon monthly rate that is paid by our tenants in place at the time of measurement. Contract rates are initially set in the lease agreement upon move-in, and we adjust them from time to time with notice. Contract rent excludes other fees that are charged on a per-item basis, such as late charges and administrative fees, does not reflect the impact of promotional discounts, and does not reflect the impact of rents that are written off as uncollectible.

(e) Represents the absolute nominal change with respect to gross margin and square foot occupancy, and the percentage change with respect to all other items.

Analysis of Same Store Revenue

We believe a balanced occupancy and rate strategy maximizes our revenues over time. We regularly adjust rental rates and promotional discounts offered (generally, “$1.00 rent for the first month”), as well as our marketing efforts to maximize revenue from new tenants to replace tenants that vacate.

We typically increase rental rates to our long-term tenants (generally, those who have been with us for at least a year) every six to twelve months. As a result, the number of long-term tenants we have in our facilities is an important factor in our revenue growth. The level of rate increases to long-term tenants is based upon evaluating the additional revenue from the increase against the negative impact of incremental move-outs, by considering customers’ in-place rent and prevailing market rents, among other factors.

Revenues generated by our Same Store Facilities increased 2.5% and 6.1% 0.1% in the three and nine months ended September 30, 2023 March 31, 2024, respectively, as compared to the same periods period in 2022. The increase is 2023, primarily due primarily to (i) a 3.7% and 8.0% 0.8% increase in realized annual rent per occupied square foot, for the three and nine months ended September 30, 2023, respectively, as compared to the same periods in 2022, partially offset by (ii) a 1.2% and 2.0% 0.8% decrease in average occupancy for the three and nine months ended September 30, 2023, respectively, as compared to the same periods in 2022. occupancy.

The increase in realized annual rent per occupied square foot in the three and nine months ended September 30, 2023 March 31, 2024 as compared to the same periods period in 2022 2023 was due to cumulative rate increases to existing long-term tenants over the past twelve months, partially offset by a 16.0% and 12.8% decrease in average rates per square foot charged to new tenants moving in respectively. over the same period. The growth rate in realized annual rent per occupied square foot has decelerated since the second half of 2022 from lower move-in rates and increased promotion discounts offered in order to replace tenants that vacate. At September 30, 2023 March 31, 2024, annual contract rent per occupied square foot was 2.7% higher 0.3% lower as compared to September 30, 2022 March 31, 2023.

Occupancy levels although strong, have gradually declined since the second half of 2022 and are returning to 2019 levels, which were not impacted by COVID-19 pandemic, as move-out activity increased and customer demand softened. The weighted average square foot occupancy for our same store facilities Same Store Facilities was 93.4% for each of 92.1% in the three and nine months ended September 30, 2023 March 31, 2024, representing a decrease of 1.2% and 2.0% 0.8%, respectively, as compared to the same periods period in 2022. We 2023. During the three months ended March 31, 2024, we lowered move-in rental rates and increased promotional activity and advertising spending to increase stimulate move-in activity at our facilities, which led to facilities. As a year-over-year 6.0% and 10.6% increase in result, move-in volumes that more than offset the year-over-year 2.9% and 7.6% increase in move-out volumes for the three and nine months ended September 30, 2023, respectively. Move-in volumes net of move-out volumes were higher in the nine three months ended September 30, 2023 March 31, 2024 as compared to the same period in 2022, which reduced the year-over-year decline in occupancy levels between December 31, 2022 and September 30, 2023. 2023.

Move-out activities from our tenants were higher lower in the three and nine months ended September 30, 2023 March 31, 2024 as compared to the same periods period in 2022, returning to pre-2020 levels. 2023. Average length of stay of our tenants remained at similar high levels in the three and nine months ended September 30, 2023 March 31, 2024 as compared to the same periods period in 2022, 2023, which supported our revenue growth by contributing to the number of tenants eligible for rental rate increases.

Selected Key Move-in and Move-Out Statistical Data

The following table sets forth average annual contract rent per square foot and total square footage for tenants moving in and moving out during the three months ended March 31, 2024 and 2023. It also includes promotional discounts, which vary based upon the move-in contractual rates, move-in volume, and percentage of tenants moving in who receive the discount.

	Three Months Ended March 31,		
	2024	2023	Change
	(Amounts in thousands, except for per square foot amounts)		
Tenants moving in during the period:			
Average annual contract rent per square foot	$ 13.23	$ 15.81	(16.3)%
Square footage	29,644	29,892	(0.8)%
Contract rents gained from move-ins	$ 98,048	$ 118,148	(17.0)%
Promotional discounts given	$ 13,488	$ 17,791	(24.2)%
Tenants moving out during the period:			
Average annual contract rent per square foot	$ 20.78	$ 21.02	(1.1)%
Square footage	28,572	29,021	(1.5)%
Contract rents lost from move-outs	$ 148,432	$ 152,505	(2.7)%

Demand was weaker in the summer months first quarter of 2024 compared to the same period in 2023 was impacted by the lower home-moving activities due to limited housing market transaction volumes. More typical seasonal patterns of demand with lower demand in the winter months returned in 2022 and is expected to continue. Demand fluctuates due to various local and regional factors, including the overall economy. Demand for our facilities is also impacted by new supply of self-storage space and alternatives to self-storage.

Industry-wide demand from new customers for storage space at March 31, 2024 is below the level at March 31, 2023. We expect weaker will mitigate the lower industry-wide demand in the remainder of 2023 as compared to 2022 driven from new customers for storage space by a weaker macroeconomic outlook and more limited home-moving activities, with move-out activities and occupancy levels returning to pre-2020 levels. To mitigate the negative impact of macroeconomic challenges, we will continue continuing to support demand levels for our self-storage facilities new customer move-ins with increased marketing expense, lowering lower rental rates to new customers, and increased promotional discounting. We expect industry-wide demand from new customers to stabilize during the year. We also anticipate fewer completions of new self-storage facilities nationally, reducing the competitive impact of new supply on customer acquisition. As a result of stabilizing new customer demand during the year, stable existing customer behavior, and lower impact from new competitive supply, we expect revenue growth anticipate same store revenues in 2024 will be similar to decline significantly through the course of 2023 as compared to high levels of growth those earned in 2022 and 2021, including the potential for year-over-year declines in revenue in the fourth quarter of 2023.

Late Charges and Administrative Fees

Late charges and administrative fees increased 6.7% and 11.8% 2.6% for the three and nine months ended September 30, 2023 March 31, 2024, respectively, as compared to the same periods period in 2022, due to (i) 2023 as a result of higher late charges collected on delinquent accounts driven by more delinquent accounts and to a lesser extent (ii) higher administrative fees resulting from higher move-in volumes. Delinquency levels at our same store properties remain below pre-2020 levels.

Selected Key Statistical Data

The following table sets forth average annual contract rent per square foot and total square footage for tenants moving in and moving out during the three and nine months ended September 30, 2023 and 2022. It also includes promotional discounts, which vary based upon the move-in contractual rates, move-in volume, and percentage of tenants moving in who receive the discount.

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2023	2022	Change	2023	2022	Change
	(Amounts in thousands, except for per square foot amounts)					

Tenants moving in during the period:							
Average annual contract rent per square foot	$	15.96	$ 18.99	(16.0)%	$ 16.21	$ 18.60	(12.8)%
Square footage		28,477	26,869	6.0%	84,267	76,218	10.6%
Contract rents gained from move-ins	$	113,623	$ 127,561	(10.9)%	$ 1,024,476	$ 1,063,241	(3.6)%
Promotional discounts given	$	14,217	$ 13,886	2.4%	$ 44,835	$ 36,822	21.8%
Tenants moving out during the period:							
Average annual contract rent per square foot	$	21.64	$ 21.40	1.1%	$ 21.40	$ 20.41	4.9%
Square footage		29,980	29,146	2.9%	84,312	78,336	7.6%
Contract rents lost from move-outs	$	162,192	$ 155,931	4.0%	$ 1,353,208	$ 1,199,128	12.8%

accounts.

Analysis of Same Store Cost of Operations

Cost of operations (excluding depreciation and amortization) increased 2.8% and 4.5% 4.8% in the three and nine months ended September 30, 2023 March 31, 2024, respectively, as compared to the same periods period in 2022. The increase during the three-month period is 2023, due primarily to increased property tax expense and marketing expense, while the increase during the nine-month period is due primarily to increased property tax expense, marketing expense, and other direct property costs. expense.

Property tax expense increased 3.2% and 3.9% 7.4% in the three and nine months ended September 30, 2023 March 31, 2024, respectively, as compared to the same periods period in 2022, 2023, as a result of higher assessed values. We expect property tax expense to grow 5.8% 5% in 2023 2024 due primarily to higher assessed values.

On-site property manager payroll expense increased 2.4% and 2.7% in the three and nine months ended September 30, 2023, respectively, as compared to the same periods in 2022, due primarily to increases in wage rates as a result of competitive labor conditions experienced in most geographical markets. We expect an inflationary increase in on-site property manager payroll expense in 2023 driven by increased wage rates, partially offset by expected reduction in labor hours driven by revisions in operational processes.

Marketing expense includes Internet advertising we utilize through our online paid search programs, television advertising and the operating costs of our telephone reservation center. Internet advertising expense, comprising keyword search fees assessed on a "per click" basis, varies based upon demand for self-storage space, the quantity of people inquiring about self-storage through online search, occupancy levels, the number and aggressiveness of bidding competitors, and other factors. These factors are volatile; accordingly, Internet advertising can increase or decrease significantly in the short-term. We increased marketing expense by 38.8% and 42.2% 40.4% in the three and nine months ended September 30, 2023 March 31, 2024, respectively, as compared to the same period in 2023, by utilizing a higher volume of online paid search programs to attract new tenants, as compared tenants. We plan to the same periods in 2022 when we refrained from continue to use internet advertising due and other advertising channels to strong demand and high occupancy levels in many of our same store properties.

Other direct property costs include administrative expenses specific to each self-storage facility, such as property loss, telephone and data communication lines, business license costs, bank charges related to processing the facilities' cash receipts, tenant mailings, credit card fees, eviction costs, and the cost of operating each property's rental office. These costs increased 4.9% and 7.4% in the three and nine months ended September 30, 2023, respectively, as compared to the same periods in 2022. These increases were due primarily to an increase in credit card fees as a result of year-over-year increases in revenues, and to a lesser extent, a long-term trend of more customers paying with credit cards rather than cash, checks, or other methods of payment with lower transaction costs. We expect a moderate increase in other direct property costs support move-in volumes in the remainder of 2023 primarily driven by an increase in credit card fees. 2024.

Analysis of Market Trends

The following tables set forth selected market trends in our Same Store Facilities:

Same Store Facilities Operating Trends by Market

		As of September 30, 2023		Three Months Ended September 30,								
				Realized Rent per Occupied Square Foot			Average Occupancy			Realized Rent per Available Square Foot		
		Number of Facilities	Square Feet (millions)	2023	2022	Change	2023	2022	Change	2023	2022	Change
Los Angeles	Los Angeles	214	15.5	$ 36.40	$ 33.87	7.5 %	95.0 %	96.5 %	(1.6)%	$ 34.59	$ 32.68	5.8 %
San Francisco	San Francisco	129	7.9	32.70	32.16	1.7 %	94.4 %	94.9 %	(0.5)%	30.88	30.52	1.2 %
New York	New York	92	6.8	32.35	31.51	2.7 %	93.6 %	94.2 %	(0.6)%	30.29	29.67	2.1 %
Washington DC												
Miami	Miami	87	6.2	30.43	29.25	4.0 %	93.2 %	94.8 %	(1.7)%	28.37	27.73	2.3 %
Dallas-Ft. Worth												

	As of March 31, 2024		Three Months Ended Marc							
			Realized Rent per Occupied Square Foot					Average Occupancy		
	Number of Facilities	Square Feet (millions)	2024		2023		Change (a)	2024	2023	Chan (a)
Los Angeles	218	15.9	$ 35.66	$	34.92	2.1	2.1 %	95.3 %	95.8 %	(0.5)
San Francisco	130	8.1	31.88	31.93	31.93	(0.2)	(0.2)%	94.8 %	94.2 %	0.6
New York	91	6.7	31.90	31.72	31.72	0.6	0.6 %	93.7 %	92.8 %	0.9
Washington DC	109	7.3	26.62		26.31		1.2 %	91.6 %	90.7 %	0.9
Miami	87	6.3	29.60	29.63	29.63	(0.1)	(0.1)%	93.8 %	93.6 %	0.2
Dallas-Ft. Worth	130	9.7	18.28		17.78		2.8 %	89.5 %	92.2 %	(2.7)

Seattle-Tacoma	Seattle-Tacoma	89	6.0	26.32	26.00	1.2 %	93.0 %	94.0 %	(1.1)%	24.47	24.44	0.1 %	Seattle-Tacoma	92	6.3	25.12	25.66	25.66	(2.1)	(2.1)%	92.8 %	92.3 %	0.5
Washington DC		90	5.5	26.93	26.20	2.8 %	93.1 %	93.4 %	(0.3)%	25.07	24.47	2.5 %											
Dallas-Ft. Worth		111	7.6	18.84	17.82	5.7 %	91.8 %	94.1 %	(2.4)%	17.30	16.77	3.2 %											
Houston													Houston	117	9.2	16.89		16.44		2.7 %	90.8 %	91.6 %	(0.8)
Atlanta													Atlanta	107	7.1	17.91		17.94		(0.2)%	87.2 %	90.9 %	(3.7)
Chicago	Chicago	130	8.2	20.42	20.06	1.8 %	94.0 %	93.4 %	0.6 %	19.18	18.73	2.4 %	Chicago	131	8.3	20.37	20.09	20.09	1.4	1.4 %	92.0 %	91.4 %	0.6
Atlanta		103	6.8	18.21	18.01	1.1 %	91.7 %	93.6 %	(2.0)%	16.69	16.85	(0.9)%											
Houston		101	7.5	17.21	16.36	5.2 %	92.1 %	93.2 %	(1.2)%	15.85	15.26	3.9 %											
Orlando-Daytona	Orlando-Daytona	69	4.4	19.85	18.75	5.9 %	93.0 %	95.6 %	(2.7)%	18.46	17.93	3.0 %	Orlando-Daytona	69	4.4	19.05	19.42	19.42	(1.9)	(1.9)%	91.4 %	94.9 %	(3.5)
West Palm Beach													West Palm Beach	41	3.1	25.97		26.25		(1.1)%	92.8 %	93.6 %	(0.8)
Philadelphia	Philadelphia	56	3.5	21.51	21.60	(0.4)%	93.6 %	93.7 %	(0.1)%	20.13	20.23	(0.5)%	Philadelphia	57	3.6	21.21	21.51	21.51	(1.4)	(1.4)%	92.1 %	92.3 %	(0.2)
West Palm Beach		39	2.8	26.83	25.92	3.5 %	93.1 %	95.0 %	(2.0)%	24.99	24.62	1.5 %											
Tampa		53	3.5	20.27	19.61	3.4 %	91.3 %	94.5 %	(3.4)%	18.50	18.53	(0.2)%											
Charlotte	Charlotte	52	3.9	16.38	15.62	4.9 %	93.0 %	95.0 %	(2.1)%	15.23	14.85	2.6 %	Charlotte	55	4.2	16.09	15.93	15.93	1.0	1.0 %	90.8 %	93.0 %	(2.2)
Baltimore													Baltimore	38	2.8	23.55		23.56		— %	90.8 %	90.7 %	0.1
All other markets	All other markets	928	59.0	18.93	18.42	2.8 %	93.5 %	94.5 %	(1.1)%	17.70	17.40	1.7 %	All other markets	1,035	67.0	18.41	18.34	18.34	0.4	0.4 %	92.0 %	92.9 %	(0.9)
Totals	**Totals**	2,343	155.1	$ 23.20	$ 22.38	3.7 %	93.4 %	94.5 %	(1.2)%	$ 21.65	$ 21.16	2.3 %	**Totals**	2,507	170.0	$ 22.53	$	22.35	0.8	0.8 %	92.1 %	92.9 %	(0.8)

Same Store Facilities Operating Trends by Market (Continued)

	Three Months Ended September 30,											
	Revenues ($000's)			Direct Expenses ($000's)			Indirect Expenses ($000's)			Net Operating Income ($000's)		
	2023	2022	Change	2023	2022	Change	2023	2022	Change	2023	2022	Change
Los Angeles	$ 137,487	$ 129,706	6.0 %	$ 17,962	$ 16,669	7.8 %	$ 2,764	$ 2,888	(4.3)%	$ 116,761	$ 110,149	6.0 %
San Francisco	62,276	61,544	1.2 %	9,453	9,197	2.8 %	1,407	1,617	(13.0)%	51,416	50,730	1.4 %
New York	52,750	51,385	2.7 %	12,233	11,799	3.7 %	1,148	1,348	(14.8)%	39,369	38,238	3.0 %
Miami	45,695	44,565	2.5 %	8,815	8,098	8.9 %	980	1,054	(7.0)%	35,900	35,413	1.4 %
Seattle-Tacoma	37,905	37,891	— %	6,567	6,229	5.4 %	912	1,034	(11.8)%	30,426	30,628	(0.7)%
Washington DC	35,869	34,937	2.7 %	7,083	7,197	(1.6)%	981	1,030	(4.8)%	27,805	26,710	4.1 %
Dallas-Ft. Worth	34,381	33,272	3.3 %	7,565	7,501	0.9 %	1,134	1,187	(4.5)%	25,682	24,584	4.5 %
Chicago	40,768	39,718	2.6 %	15,661	14,482	8.1 %	1,367	1,458	(6.2)%	23,740	23,778	(0.2)%
Atlanta	29,815	29,967	(0.5)%	6,279	5,747	9.3 %	1,077	1,173	(8.2)%	22,459	23,047	(2.6)%
Houston	30,959	29,829	3.8 %	8,839	8,500	4.0 %	1,039	1,137	(8.6)%	21,081	20,192	4.4 %
Orlando-Daytona	21,099	20,453	3.2 %	4,286	3,903	9.8 %	769	861	(10.7)%	16,044	15,689	2.3 %
Philadelphia	18,528	18,605	(0.4)%	3,987	3,924	1.6 %	574	671	(14.5)%	13,967	14,010	(0.3)%
West Palm Beach	18,051	17,763	1.6 %	3,694	3,798	(2.7)%	466	503	(7.4)%	13,891	13,462	3.2 %
Tampa	16,875	16,898	(0.1)%	3,825	3,603	6.2 %	566	596	(5.0)%	12,484	12,699	(1.7)%
Charlotte	15,682	15,239	2.9 %	2,941	2,565	14.7 %	480	595	(19.3)%	12,261	12,079	1.5 %
All other markets	271,575	266,824	1.8 %	57,526	55,194	4.2 %	10,027	11,397	(12.0)%	204,022	200,233	1.9 %
Totals	$ 869,715	$ 848,596	2.5 %	$ 176,716	$ 168,406	4.9 %	$ 25,691	$ 28,549	(10.0)%	$ 667,308	$ 651,641	2.4 %

Same Store Facilities Operating Trends by Market (Continued)

	As of September 30, 2023		Nine Months Ended September 30,								
			Realized Rent per Occupied Square Foot			Average Occupancy			Realized Rent per Available Square Foot		
	Number of Facilities	Square Feet (millions)	2023	2022	Change	2023	2022	Change	2023	2022	Change
Los Angeles	214	15.5	$ 35.83	$ 31.63	13.3 %	95.5 %	97.1 %	(1.6)%	$ 34.20	$ 30.71	11.4 %

San Francisco	129	7.9	32.48	30.98	4.8 %	94.3 %	95.5 %	(1.3)%	30.64	29.61	3.5 %
New York	92	6.8	32.11	30.06	6.8 %	93.2 %	94.9 %	(1.8)%	29.93	28.51	5.0 %
Miami	87	6.2	30.13	27.58	9.2 %	93.4 %	96.1 %	(2.8)%	28.15	26.51	6.2 %
Seattle-Tacoma	89	6.0	26.18	24.74	5.8 %	92.6 %	94.7 %	(2.2)%	24.25	23.42	3.5 %
Washington DC	90	5.5	26.53	25.14	5.5 %	92.7 %	93.9 %	(1.3)%	24.59	23.61	4.2 %
Dallas-Ft. Worth	111	7.6	18.48	16.90	9.3 %	92.6 %	94.8 %	(2.3)%	17.11	16.03	6.7 %
Chicago	130	8.2	20.20	18.97	6.5 %	93.1 %	94.4 %	(1.4)%	18.81	17.91	5.0 %
Atlanta	103	6.8	18.11	17.07	6.1 %	91.5 %	94.5 %	(3.2)%	16.57	16.14	2.7 %
Houston	101	7.5	16.98	15.52	9.4 %	92.1 %	93.9 %	(1.9)%	15.63	14.58	7.2 %
Orlando-Daytona	69	4.4	19.72	17.58	12.2 %	93.9 %	96.2 %	(2.4)%	18.52	16.91	9.5 %
Philadelphia	56	3.5	21.53	20.67	4.2 %	93.2 %	95.1 %	(2.0)%	20.07	19.66	2.1 %
West Palm Beach	39	2.8	26.51	24.60	7.8 %	93.7 %	96.2 %	(2.6)%	24.84	23.67	4.9 %
Tampa	53	3.5	20.09	18.58	8.1 %	92.3 %	95.3 %	(3.1)%	18.54	17.71	4.7 %
Charlotte	52	3.9	16.15	14.73	9.6 %	93.3 %	95.4 %	(2.2)%	15.07	14.06	7.2 %
All other markets	928	59.0	18.73	17.57	6.6 %	93.5 %	95.2 %	(1.8)%	17.52	16.72	4.8 %
Totals	2,343	155.1 $	22.94 $	21.25	8.0 %	93.4 %	95.3 %	(2.0)% $	21.43 $	20.24	5.9 %

(a) Represents the absolute nominal change with respect to square foot occupancy, and the percentage change with respect to all other items.

Same Store Facilities Operating Trends by Market (Continued)

		Nine Months Ended September 30,																	
		Revenues ($000's)			Direct Expenses ($000's)			Indirect Expenses ($000's)			Net Operating Income ($000's)				Revenues ($000's)				
		2023	2022	Change	2023	2022	Change	2023	2022	Change	2023	2022	Change		2024		2023		Chang
Los Angeles	Los Angeles	$ 407,515	$ 365,483	11.5 %	$ 52,436	$ 48,202	8.8 %	$ 8,262	$ 8,622	(4.2)%	$ 346,817	$ 308,659	12.4 %	Los Angeles	$138,217	$	135,996	1.6	1.
San Francisco	San Francisco	185,391	178,986	3.6 %	28,900	26,546	8.9 %	4,457	5,084	(12.3)%	152,034	147,356	3.2 %	San Francisco	62,185	61,779	61,779	0.7	0.
New York	New York	156,018	148,437	5.1 %	37,229	36,217	2.8 %	3,673	4,176	(12.0)%	115,116	108,044	6.5 %	New York	51,475	50,565	50,565	1.8	1.
Washington DC														Washington DC	45,969		44,950		2.
Miami	Miami	135,910	127,521	6.6 %	24,787	22,906	8.2 %	3,105	3,244	(4.3)%	108,018	101,371	6.6 %	Miami	45,208	45,122	45,122	0.2	0.
Dallas-Ft. Worth														Dallas-Ft. Worth	41,555		41,635		(0.
Seattle-Tacoma	Seattle-Tacoma	112,608	108,811	3.5 %	19,962	18,467	8.1 %	2,916	3,082	(5.4)%	89,730	87,262	2.8 %	Seattle-Tacoma	37,773	38,366	38,366	(1.5)	(1.
Washington DC		105,463	101,040	4.4 %	21,150	21,157	— %	3,027	3,107	(2.6)%	81,286	76,776	5.9 %						
Dallas-Ft. Worth		101,950	95,221	7.1 %	22,675	21,671	4.6 %	3,499	3,625	(3.5)%	75,776	69,925	8.4 %						
Houston														Houston	36,953		36,278		1.
Atlanta														Atlanta	29,161		30,373		(4.
Chicago	Chicago	119,792	113,722	5.3 %	47,602	43,718	8.9 %	4,175	4,501	(7.2)%	68,015	65,503	3.8 %	Chicago	40,195	39,386	39,386	2.1	2.
Atlanta		88,684	85,999	3.1 %	18,422	16,725	10.1 %	3,438	3,648	(5.8)%	66,824	65,626	1.8 %						
Houston		91,522	85,206	7.4 %	25,467	24,214	5.2 %	3,217	3,437	(6.4)%	62,838	57,555	9.2 %						
Orlando-Daytona	Orlando-Daytona	63,453	57,893	9.6 %	12,298	11,151	10.3 %	2,433	2,610	(6.8)%	48,722	44,132	10.4 %	Orlando-Daytona	19,904	21,047	21,047	(5.4)	(5.
West Palm Beach														West Palm Beach	19,132		19,500		(1.
Philadelphia	Philadelphia	55,405	54,176	2.3 %	11,836	11,941	(0.9)%	1,905	2,038	(6.5)%	41,664	40,197	3.6 %	Philadelphia	18,587	18,878	18,878	(1.5)	(1.
West Palm Beach		53,776	51,195	5.0 %	11,245	10,381	8.3 %	1,504	1,519	(1.0)%	41,027	39,295	4.4 %						
Tampa		50,771	48,376	5.0 %	11,025	10,115	9.0 %	1,769	1,860	(4.9)%	37,977	36,401	4.3 %						
Charlotte	Charlotte	46,478	43,234	7.5 %	8,522	7,378	15.5 %	1,571	1,798	(12.6)%	36,385	34,058	6.8 %	Charlotte	15,905	16,098	16,098	(1.2)	(1.
Baltimore														Baltimore	15,878		15,828		0.
All other markets	All other markets	805,913	767,834	5.0 %	171,589	161,978	5.9 %	31,395	34,225	(8.3)%	602,929	571,631	5.5 %	All other markets	294,988	296,712	296,712	(0.6)	(0.

Totals	Totals	$2,580,649	$2,433,134	6.1 %	$525,145	$492,767	6.6 %	$80,346	$86,576	(7.2)%	$1,975,158	$1,853,791	6.5 %	Totals	$913,085 $ 912,513 0.1 0.:

Acquired Facilities

The Acquired Facilities represent 459 238 facilities that we acquired in 2021, 2022, 2023, and 2023. 2024. As a result of the stabilization process and timing of when these facilities were acquired, year-over-year changes can be significant. The following table summarizes operating data with respect to the Acquired Facilities:

ACQUIRED FACILITIES	ACQUIRED FACILITIES	Three Months Ended September 30,			Nine Months Ended September 30,		
ACQUIRED FACILITIES							
ACQUIRED FACILITIES							
		2024					
		2024					
		2024					
		2023	2022	Change (a)	2023	2022	Change (a)
		($ amounts in thousands, except for per square foot amounts)					
		($ amounts in thousands, except for per square foot amounts)					
		($ amounts in thousands, except for per square foot amounts)					
		($ amounts in thousands, except for per square foot amounts)					
Revenues (b):	**Revenues (b):**						
2021 Acquisitions		$ 88,818	$ 84,008	$ 4,810	$ 257,403	$ 228,183	$ 29,220
2022 Acquisitions							
2022 Acquisitions							
2022 Acquisitions	2022 Acquisitions	13,061	4,863	8,198	36,857	7,076	29,781
2023 Acquisitions	2023 Acquisitions	10,622	—	10,622	12,038	—	12,038
2023 Acquisitions							
2023 Acquisitions							
Total revenues							
Total revenues							
Total revenues	Total revenues	112,501	88,871	23,630	306,298	235,259	71,039
Cost of operations (b):	**Cost of operations (b):**						
2021 Acquisitions		27,368	28,679	(1,311)	80,656	77,936	2,720
Cost of operations (b):							
Cost of operations (b):							
2022 Acquisitions							
2022 Acquisitions							
2022 Acquisitions	2022 Acquisitions	5,304	2,599	2,705	16,166	4,156	12,010
2023 Acquisitions	2023 Acquisitions	2,929	—	2,929	3,494	—	3,494
2023 Acquisitions							
2023 Acquisitions							
Total cost of operations							
Total cost of operations							
Total cost of operations	Total cost of operations	35,601	31,278	4,323	100,316	82,092	18,224
Net operating income:	**Net operating income:**						
2021 Acquisitions		61,450	55,329	6,121	176,747	150,247	26,500
Net operating income:							
Net operating income:							
2022 Acquisitions							
2022 Acquisitions							
2022 Acquisitions	2022 Acquisitions	7,757	2,264	5,493	20,691	2,920	17,771

2023 Acquisitions	2023 Acquisitions	7,693	—	7,693	8,544	—	8,544
2023 Acquisitions							
2023 Acquisitions							
Net operating income							
Net operating income							
Net operating income	Net operating income	76,900	57,593	19,307	205,982	153,167	52,815
Depreciation and amortization expense	Depreciation and amortization expense	(75,790)	(67,529)	(8,261)	(207,499)	(213,791)	6,292
Net income (loss)		$ 1,110	$ (9,936)	$ 11,046	$ (1,517)	$ (60,624)	$ 59,107
Depreciation and amortization expense							
Depreciation and amortization expense							
Net loss							
Net loss							
Net loss							
At September 30:							
At March 31:							
At March 31:							
At March 31:							
Square foot occupancy:	Square foot occupancy:						
2021 Acquisitions					83.4%	85.5%	(2.5)%
Square foot occupancy:							
Square foot occupancy:							
2022 Acquisitions							
2022 Acquisitions							
2022 Acquisitions	2022 Acquisitions				84.4%	78.8%	7.1%
2023 Acquisitions	2023 Acquisitions				85.2%	—%	—%
2023 Acquisitions							
2023 Acquisitions							
					84.1%	84.7%	(0.7)%
		83.6%					
		83.6%					
		83.6%					
Annual contract rent per occupied square foot:	Annual contract rent per occupied square foot:						
2021 Acquisitions					$ 18.75	$ 17.72	5.8%
Annual contract rent per occupied square foot:							
Annual contract rent per occupied square foot:							
2022 Acquisitions							
2022 Acquisitions							
2022 Acquisitions	2022 Acquisitions				13.02	11.11	17.2%
2023 Acquisitions	2023 Acquisitions				16.29	—	—%
2023 Acquisitions							
2023 Acquisitions							
					$ 17.29	$ 16.95	2.0%
		$					

		$			
		$			
Number of facilities:	Number of facilities:				
2021 Acquisitions			232	232	—
Number of facilities:					
Number of facilities:					
2022 Acquisitions					
2022 Acquisitions					
2022 Acquisitions	2022 Acquisitions		74	44	30
2023 Acquisitions	2023 Acquisitions		153	—	153
2023 Acquisitions					
2023 Acquisitions					
			459	276	183
Net rentable square feet (in thousands) (c):					
2021 Acquisitions (d)			22,009	21,830	179
		238			
		238			
		238			
Net rentable square feet (in thousands):					
Net rentable square feet (in thousands):					
Net rentable square feet (in thousands):					
2022 Acquisitions					
2022 Acquisitions					
2022 Acquisitions	2022 Acquisitions		4,740	3,167	1,573
2023 Acquisitions	2023 Acquisitions		11,296	—	11,296
2023 Acquisitions					
2023 Acquisitions					
			38,045	24,997	13,048
		16,807			
		16,807			
		16,807			

ACQUIRED FACILITIES (Continued)

As of March 31, 2024				As of March 31, 2024
Costs to acquire (in thousands):	Costs to acquire (in thousands):			
2022 Acquisitions	2022 Acquisitions	$	730,957	
2023 Acquisitions	2023 Acquisitions		2,674,840	
As of September 30, 2023				

Costs to acquire (in thousands):		
2021 Acquisitions (d)	$	5,115,276
2022 Acquisitions		730,957
2023 Acquisitions (e)		2,502,988
	$	8,349,221
	$	3,405,797

(a) Represents the percentage change with respect to square foot occupancy and annual contract rent per occupied square foot, and the absolute nominal change with respect to all other items.

(b) Revenues and cost of operations do not include tenant reinsurance and merchandise sale revenues and expenses generated at the facilities. See "Ancillary Operations" below for more information.

(c) The Acquired Facilities have an aggregate of approximately 38.0 million net rentable square feet, including 13.9 million in Texas, 3.9 million in Maryland, 3.0 million in Florida, 1.9 million in Oklahoma, 1.3 million in South Carolina, 1.2 million in each of North Carolina and Virginia, 1.0 million in Indiana, 0.8 million in Tennessee, 0.7 million in each of California, Georgia, Idaho, and Ohio, 0.6 million in each of Arizona, Colorado, and Michigan, 0.5 million in each of Illinois, Minnesota, Nebraska, New Jersey, and Washington, 0.4 million in each of Mississippi and Oregon, 0.3 million in each of Nevada and New York, and 1.3 million in other states.

(d) We have completed the expansion projects on facilities acquired in 2021 for $26.8 million, adding 179,000 net rentable square feet of storage space as of September 30, 2023.

(e) The amount includes the costs allocated to land, buildings and intangible assets associated with the 127 self-storage facilities from the Simply Acquisition.

We have been active in acquiring facilities in recent years. Since the beginning of 2021, 2022, we acquired a total of 459 238 facilities with 38.0 million 16.8 million net rentable square feet for $8.3 $3.4 billion. During the three and nine months ended September 30, 2023 March 31, 2024, these facilities contributed net operating income of $76.9 million and $206.0 million, respectively, consistent with our original underwritten expectations. $37.2 million.

On September 13, 2023, During 2023, we acquired BREIT Simply Storage LLC, a self-storage company that owns and operates 127 self-storage facilities (9.4 million square feet) and manages 25 self-storage facilities (1.8 million square feet) for third parties, for a purchase price of $2.2 billion in cash. Included in the 2023 Acquisition results in the table above are the Simply portfolio self-storage revenues of $7.1 $37.8 million, NOI of $5.8 $24.9 million (including Direct NOI of $6.2 $26.2 million), and average square footage occupancy of 89.0% 86.3% for the three months ended September 30, 2023.

During 2021, we acquired the ezStorage portfolio, consisting of 48 properties (4.1 million net rentable square feet) for acquisition cost of $1.8 billion. As of September 30, 2023, we have completed the expansion projects on four properties of this portfolio for $26.4 million, adding 169,000 net rentable square feet of storage space. Included in the Acquisition results in the table above are ezStorage portfolio revenues of $78.3 million, NOI of $61.4 million (including Direct NOI of $63.2 million), and average square footage occupancy of 86.5% for the nine months ended September 30, 2023.

During 2021, we acquired the All Storage portfolio, consisting of 56 properties (7.5 million net rentable square feet) for $1.5 billion. Included in the Acquisition results in the table above are All Storage portfolio revenues of $66.4 million, NOI of $42.4 million (including Direct NOI of $44.6 million), and average square footage occupancy of 78.3% for the nine months ended September 30, 2023 March 31, 2024.

We remain active in seeking to acquire additional self-storage facilities. Subsequent to September 30, 2023, we acquired or were under contract to acquire eleven self-storage facilities across eight states with 0.8 million net rentable square feet, for $170.3 million. Future acquisition volume is likely to be impacted by increasing cost of capital requirements and overall macro-economic uncertainties. Subsequent to March 31, 2024, we acquired or were under contract to acquire four self-storage facilities across four states with 0.3 million net rentable square feet, for $34.6 million.

Newly Developed and Expanded Facilities

The developed Newly Developed and expanded facilities Expanded Facilities include 52 40 facilities that were developed on new sites since January 1, 2018 January 1, 2019, and 88 83 facilities expanded to increase their net rentable square footage. Of these expansions, 61 64 were completed before 2022, 17 2023, 10 were completed in 2022 2023 or 2023, 2024, and 10 nine are currently in process at September 30, 2023 March 31, 2024. The following table summarizes operating data with respect to the Newly Developed and Expanded Facilities:

DEVELOPED AND EXPANDED FACILITIES

NEWLY DEVELOPED AND EXPANDED FACILITIES

NEWLY DEVELOPED AND EXPANDED FACILITIES

NEWLY DEVELOPED AND EXPANDED FACILITIES

Three Months Ended March 31,

Three Months Ended March 31,

		Three Months Ended March 31,					
		2024					
		2024					
		2024					
		Three Months Ended September 30,			Nine Months Ended September 30,		
		($ amounts in thousands, except for per square foot amounts)					
		2023	2022	Change (a)	2023	2022	Change (a)
		($ amounts in thousands, except for per square foot amounts)					
				($ amounts in thousands, except for per square foot amounts)			
		($ amounts in thousands, except for per square foot amounts)					
Revenues (b):	**Revenues (b):**						
Developed in 2018		$ 10,275	$ 9,712	$ 563	$ 30,083	$ 26,995	$ 3,088
Developed in 2019							
Developed in 2019							
Developed in 2019	Developed in 2019	4,672	4,423	249	13,588	12,046	1,542
Developed in 2020	Developed in 2020	1,912	1,782	130	5,743	4,940	803
Developed in 2020							
Developed in 2020							
Developed in 2021							
Developed in 2021							
Developed in 2021	Developed in 2021	2,888	2,390	498	8,254	5,750	2,504
Developed in 2022	Developed in 2022	2,031	137	1,894	4,714	137	4,577
Developed in 2022							
Developed in 2022							
Developed in 2023	Developed in 2023	307	—	307	470	—	470
Expansions completed before 2022		35,423	33,755	1,668	103,798	93,370	10,428
Expansions completed in 2022 or 2023		6,406	4,577	1,829	17,227	12,358	4,869
Developed in 2023							
Developed in 2023							
Developed in 2024							
Developed in 2024							
Developed in 2024							
Expansions completed before 2023							
Expansions completed before 2023							
Expansions completed before 2023							
Expansions completed in 2023 or 2024							
Expansions completed in 2023 or 2024							
Expansions completed in 2023 or 2024							
Expansions in process	Expansions in process	3,844	4,502	(658)	11,356	13,615	(2,259)

Expansions in process							
Expansions in process							
Total revenues							
Total revenues							
Total revenues	Total revenues	67,758	61,278	6,480	195,233	169,211	26,022
Cost of operations (b):	**Cost of operations (b):**						
Developed in 2018		2,989	2,896	93	8,657	7,883	774
Cost of operations (b):							
Cost of operations (b):							
Developed in 2019							
Developed in 2019							
Developed in 2019	Developed in 2019	1,477	1,395	82	4,438	4,267	171
Developed in 2020	Developed in 2020	493	456	37	1,367	1,311	56
Developed in 2020							
Developed in 2020							
Developed in 2021							
Developed in 2021							
Developed in 2021	Developed in 2021	911	1,010	(99)	2,753	2,697	56
Developed in 2022	Developed in 2022	1,030	236	794	2,975	236	2,739
Developed in 2022							
Developed in 2022							
Developed in 2023	Developed in 2023	343	—	343	838	—	838
Expansions completed before 2022		10,255	10,218	37	30,155	28,766	1,389
Expansions completed in 2022 or 2023		2,003	1,214	789	5,599	3,364	2,235
Developed in 2023							
Developed in 2023							
Developed in 2024							
Developed in 2024							
Developed in 2024							
Expansions completed before 2023							
Expansions completed before 2023							
Expansions completed before 2023							
Expansions completed in 2023 or 2024							
Expansions completed in 2023 or 2024							
Expansions completed in 2023 or 2024							
Expansions in process	Expansions in process	687	894	(207)	2,155	2,614	(459)
Expansions in process							
Expansions in process							
Total cost of operations							

Total cost of operations							
Total cost of operations	Total cost of operations	20,188	18,319	1,869	58,937	51,138	7,799
Net operating income (loss):	**Net operating income (loss):**						
Developed in 2018		7,286	6,816	470	21,426	19,112	2,314
Net operating income (loss):							
Net operating income (loss):							
Developed in 2019							
Developed in 2019							
Developed in 2019	Developed in 2019	3,195	3,028	167	9,150	7,779	1,371
Developed in 2020	Developed in 2020	1,419	1,326	93	4,376	3,629	747
Developed in 2020							
Developed in 2020							
Developed in 2021							
Developed in 2021							
Developed in 2021	Developed in 2021	1,977	1,380	597	5,501	3,053	2,448
Developed in 2022	Developed in 2022	1,001	(99)	1,100	1,739	(99)	1,838
Developed in 2022							
Developed in 2022							
Developed in 2023	Developed in 2023	(36)	—	(36)	(368)	—	(368)
Expansions completed before 2022		25,168	23,537	1,631	73,643	64,604	9,039
Expansions completed in 2022 or 2023		4,403	3,363	1,040	11,628	8,994	2,634
Developed in 2023							
Developed in 2023							
Developed in 2024							
Developed in 2024							
Developed in 2024							
Expansions completed before 2023							
Expansions completed before 2023							
Expansions completed before 2023							
Expansions completed in 2023 or 2024							
Expansions completed in 2023 or 2024							
Expansions completed in 2023 or 2024							
Expansions in process							
Expansions in process							
Expansions in process	Expansions in process	3,157	3,608	(451)	9,201	11,001	(1,800)
Net operating income	Net operating income	47,570	42,959	4,611	136,296	118,073	18,223
Net operating income							

Net operating income							
Depreciation and amortization expense							
Depreciation and amortization expense							
Depreciation and amortization expense	Depreciation and amortization expense	(15,368)	(13,001)	(2,367)	(44,755)	(37,845)	(6,910)
Net income	Net income	$ 32,202	$ 29,958	$ 2,244	$ 91,541	$ 80,228	$ 11,313
Net income							
Net income							

DEVELOPED AND EXPANDED FACILITIES (Continued)

NEWLY DEVELOPED AND EXPANDED FACILITIES (Continued)

NEWLY DEVELOPED AND EXPANDED FACILITIES (Continued)

NEWLY DEVELOPED AND EXPANDED FACILITIES (Continued)

		As of September 30,			
		2023	2022	Change (a)	
		($ amounts in thousands, except for per square foot amounts)			($ amounts in thousands, except for per square foot amounts)
Square foot occupancy:	Square foot occupancy:				
Developed in 2018		88.3%	89.4%	(1.2)%	
Developed in 2019					
Developed in 2019					
Developed in 2019	Developed in 2019	87.0%	88.4%	(1.6)%	
Developed in 2020	Developed in 2020	91.7%	93.1%	(1.5)%	
Developed in 2020					
Developed in 2020					
Developed in 2021					
Developed in 2021					
Developed in 2021	Developed in 2021	86.7%	82.7%	4.8%	
Developed in 2022	Developed in 2022	79.8%	25.8%	209.3%	
Developed in 2022					
Developed in 2022					
Developed in 2023	Developed in 2023	37.2%	—%	—%	
Expansions completed before 2022		87.8%	88.4%	(0.7)%	
Expansions completed in 2022 or 2023		75.9%	73.5%	3.3%	
Developed in 2023					
Developed in 2023					
Developed in 2024					
Developed in 2024					
Developed in 2024					
Expansions completed before 2023					
Expansions completed before 2023					
Expansions completed before 2023					
Expansions completed in 2023 or 2024					
Expansions completed in 2023 or 2024					
Expansions completed in 2023 or 2024					

Expansions in process					
Expansions in process					
Expansions in process					
		78.0%			
		78.0%			
		78.0%			
Annual contract rent per occupied square foot:					
Annual contract rent per occupied square foot:					
Annual contract rent per occupied square foot:					
Developed in 2019					
Developed in 2019					
Developed in 2019					
Developed in 2020					
Developed in 2020					
Developed in 2020					
Developed in 2021					
Developed in 2021					
Developed in 2021					
Developed in 2022					
Developed in 2022					
Developed in 2022					
Developed in 2023					
Developed in 2023					
Developed in 2023					
Developed in 2024					
Developed in 2024					
Developed in 2024					
Expansions completed before 2023					
Expansions completed before 2023					
Expansions completed before 2023					
Expansions completed in 2023 or 2024					
Expansions completed in 2023 or 2024					
Expansions completed in 2023 or 2024					
Expansions in process					
Expansions in process					
Expansions in process	Expansions in process		85.3%	85.7%	(0.5)%
			84.6%	85.2%	(0.7)%
Annual contract rent per occupied square foot:					
Developed in 2018			$ 21.71	$ 20.72	4.8%
Number of facilities:					
Number of facilities:					
Number of facilities:					
Developed in 2019					
Developed in 2019					
Developed in 2019	Developed in 2019		19.08	18.20	4.8%
Developed in 2020	Developed in 2020		22.95	21.46	6.9%
Developed in 2020					
Developed in 2020					
Developed in 2021					
Developed in 2021					

Developed in 2021	Developed in 2021	19.24	17.72	8.6%
Developed in 2022	Developed in 2022	15.62	16.19	(3.5)%
Developed in 2022				
Developed in 2022				
Developed in 2023	Developed in 2023	9.81	—	—%
Expansions completed before 2022		18.49	17.85	3.6%
Expansions completed in 2022 or 2023		18.28	18.43	(0.8)%
Developed in 2023				
Developed in 2023				
Developed in 2024				
Developed in 2024				
Developed in 2024				
Expansions completed before 2023				
Expansions completed before 2023				
Expansions completed before 2023				
Expansions completed in 2023 or 2024				
Expansions completed in 2023 or 2024				
Expansions completed in 2023 or 2024				
Expansions in process				
Expansions in process				
Expansions in process	Expansions in process	29.84	29.27	1.9%
		$ 18.94	$ 18.38	3.0%
Number of facilities:				
Developed in 2018		18	18	—
Net rentable square feet (in thousands):				
Net rentable square feet (in thousands):				
Net rentable square feet (in thousands):				
Developed in 2019				
Developed in 2019				
Developed in 2019	Developed in 2019	11	11	—
Developed in 2020	Developed in 2020	3	3	—
Developed in 2020				
Developed in 2020				
Developed in 2021				
Developed in 2021				
Developed in 2021	Developed in 2021	6	6	—
Developed in 2022	Developed in 2022	8	5	3
Developed in 2022				
Developed in 2022				
Developed in 2023	Developed in 2023	6	—	6
Expansions completed before 2022		61	61	—
Expansions completed in 2022 or 2023		17	17	—
Developed in 2023				
Developed in 2023				
Developed in 2024				
Developed in 2024				
Developed in 2024				
Expansions completed before 2023				
Expansions completed before 2023				
Expansions completed before 2023				

Expansions completed in 2023 or 2024			
Expansions completed in 2023 or 2024			
Expansions completed in 2023 or 2024			
Expansions in process			
Expansions in process			
Expansions in process Expansions in process	10	10	—
	140	131	9
Net rentable square feet (in thousands) (c):			
Developed in 2018	2,069	2,069	—
Developed in 2019	1,057	1,057	—
Developed in 2020	347	347	—
Developed in 2021	681	681	—
Developed in 2022	631	399	232
Developed in 2023	595	—	595
Expansions completed before 2022	8,399	8,382	17
Expansions completed in 2022 or 2023	1,905	1,432	473
Expansions in process	612	624	(12)
	16,296	14,991	1,305

	As of September 30, 2023		As of March 31, 2024
Costs to develop (in thousands): Costs to develop (in thousands):		Costs to develop (in thousands):	
Developed in 2018	$ 262,187		
Developed in 2019 Developed in 2019	150,387	Developed in 2019	$ 150,387
Developed in 2020 Developed in 2020	42,063	Developed in 2020	42,063
Developed in 2021 Developed in 2021	115,632	Developed in 2021	115,632
Developed in 2022 Developed in 2022	100,089	Developed in 2022	100,089
Developed in 2023 Developed in 2023	99,893	Developed in 2023	193,766
Expansions completed before 2022 (d)	506,594		
Expansions completed in 2022 or 2023 (d)	173,125		
Developed in 2024		Developed in 2024	10,640
Expansions completed before 2023 (c)		Expansions completed before 2023 (c)	543,636
Expansions completed in 2023 or 2024 (c)		Expansions completed in 2023 or 2024 (c)	175,535
	$1,449,970		$ 1,331,748

(a) Represents the percentage change with respect to square foot occupancy and annual contract rent per occupied square foot, and the absolute nominal change with respect to all other items.

(b) Revenues and cost of operations do not include tenant reinsurance and merchandise sales generated at the facilities. See "Ancillary Operations" below for more information.

(c) The facilities included above have an aggregate of approximately 16.3 million net rentable square feet at September 30, 2023, including 3.9 million in Texas, 3.0 million in Florida, 2.4 million in California, 1.4 million in each of Colorado and Minnesota, 0.8 million in North Carolina, 0.7 million in Michigan, 0.4 million in Missouri, 0.3 million in each of New Jersey, South Carolina, Virginia, and Washington, and 1.1 million in other states.

(d) These amounts only include the direct cost incurred to expand and renovate these facilities, and do not include (i) the original cost to develop or acquire the facility or (ii) the lost revenue on space demolished during the construction and fill-up period.

Our Newly Developed and Expanded Facilities includes a total of 123 self-storage facilities of 14.3 million net rentable square feet. For development and expansions completed by March 31, 2024, we incurred a total cost of $1.3 billion. During the three months ended March 31, 2024, Newly Developed and Expanded Facilities contributed net operating income of $34.6 million.

It typically takes at least three to four years for a newly developed or expanded self-storage facility to stabilize with respect to revenues. Physical occupancy can be achieved as early as two to three years following completion of the development or expansion through offering lower rental rates during fill-up. As a result, even after achieving high occupancy, there can still be a period of elevated revenue growth as the tenant base matures and higher rental rates are achieved.

We believe that our development and redevelopment activities generate favorable risk-adjusted returns over the long run. However, in the short run, our earnings are diluted during the construction and stabilization period due to the cost of capital to fund the development cost, the related construction and development overhead expenses included in general and administrative expense, and the net operating loss from newly developed facilities undergoing fill-up.

We typically underwrite new developments to stabilize at approximately an 8.0% NOI yield on cost. Our developed facilities have thus far leased up as expected and are at various stages of their revenue stabilization periods. The actual annualized yields that we may achieve on these facilities upon stabilization will depend on many factors, including local and current market conditions in the vicinity of each property and the level of new and existing supply.

The facilities under "expansions completed" represent those facilities where the expansions have been completed at September 30, 2023 March 31, 2024. We incurred a total of $679.7 $719.2 million in direct cost to expand these facilities, demolished a total of 1.2 1.1 million net rentable square feet of storage space, and built a total of 6.5 6.2 million net rentable square feet of new storage space.

At September 30, 2023 March 31, 2024, we had 24 21 additional facilities in development, which will have a total of 2.4 2.2 million net rentable square feet of storage space and have an aggregate development cost totaling approximately $501.8 $432.9 million. We expect these facilities to open over the next 18 to 24 months.

The facilities under "expansion in process" represent those facilities where construction is in process at September 30, 2023 March 31, 2024, and together with additional future expansion activities primarily related to our Same Store Facilities at September 30, 2023 March 31, 2024, we expect to add a total of 2.2 1.5 million net rentable square feet of storage space by expanding existing self-storage facilities for an aggregate direct development cost of $450.3 $350.1 million.

Other Non-Same Store Facilities

The "Other Non-Same Store Facilities" represent facilities which, while not newly acquired, developed, or expanded, are not fully stabilized since January 1, 2021 January 1, 2022, including facilities undergoing fill-up as well as facilities damaged in casualty events such as hurricanes, floods, and fires.

The Other Non-Same Store Facilities have an aggregate of 7.0 17.3 million net rentable square feet including 1.2 million in Texas, 0.5 million in Pennsylvania, 0.4 million in each of California, Illinois, Michigan, Minnesota, Ohio, and Washington, 0.3 million in each of Arizona, Florida, and South Carolina, 0.2 million in each of Alabama, Colorado, Georgia, Missouri, and Virginia, and 1.0 million in other states.

at March 31, 2024. During the three and nine months ended September 30, 2023 March 31, 2024 and 2022, 2023, the average occupancy for these facilities totaled 89.4% 79.7% and 88.1% 80.6%, respectively, as compared to 91.4% and 90.7% for the same periods in 2022, and the realized rent per occupied square foot totaled $18.45 $17.08 and $18.22, respectively, as compared to $17.58 and $16.45 for the same periods in 2022. $16.05, respectively.

Depreciation and amortization expense

Depreciation and amortization expense for Self-Storage Operations increased $18.0 million and $20.9 $63.6 million in the three and nine months ended September 30, 2023 March 31, 2024, respectively, as compared to the same periods period in 2022, 2023, due to newly acquired facilities of $2.7 billion in 2023. We expect continued increases in depreciation expense in the remainder of 2024 as a result of elevated levels of capital expenditures and new facilities that are recently acquired, and developed. developed or expanded over 2024.

Ancillary Operations

Ancillary revenues and expenses include amounts associated with the reinsurance of policies against losses to goods stored by tenants in our self-storage facilities, sale of merchandise at our self-storage facilities, and management of property owned by unrelated third parties. The following table sets forth our ancillary operations:

Three Months Ended March 31,
Three Months Ended March 31,
Three Months Ended March 31,

		Three Months Ended September 30,			Nine Months Ended September 30,				2024	2023	Change
		2023	2022	Change	2023	2022	Change				
		(Amounts in thousands)						(Amounts in thousands)			
Revenues:	Revenues:										
Tenant reinsurance premiums	Tenant reinsurance premiums	$51,355	$47,960	$ 3,395	$151,025	$139,842	$11,183				
Tenant reinsurance premiums											
Tenant reinsurance premiums									$ 54,116	$ 49,298	$ 4,818
Merchandise	Merchandise	6,999	7,378	(379)	21,114	21,783	(669)	Merchandise	6,586	6,820	(234)
Third party property management	Third party property management	6,745	5,419	1,326	18,658	14,321	4,337	Third party property management	10,473	5,930	4,543
Total revenues	Total revenues	65,099	60,757	4,342	190,797	175,946	14,851	Total revenues	71,175	62,048	9,127
Cost of operations:	Cost of operations:										
Tenant reinsurance											
Tenant reinsurance											
Tenant reinsurance	Tenant reinsurance	10,300	12,191	(1,891)	31,771	27,666	4,105		11,698	9,572	2,126
Merchandise	Merchandise	4,247	4,517	(270)	12,947	12,948	(1)	Merchandise	5,045	4,213	832
Third party property management	Third party property management	6,612	4,864	1,748	18,319	13,683	4,636	Third party property management	10,326	5,891	4,435
Total cost of operations	Total cost of operations	21,159	21,572	(413)	63,037	54,297	8,740	Total cost of operations	27,069	19,676	7,393
Net operating income:	Net operating income:										
Tenant reinsurance	Tenant reinsurance	41,055	35,769	5,286	119,254	112,176	7,078				
Tenant reinsurance											
Tenant reinsurance									42,418	39,726	2,692
Merchandise	Merchandise	2,752	2,861	(109)	8,167	8,835	(668)	Merchandise	1,541	2,607	(1,066)
Third party property management	Third party property management	133	555	(422)	339	638	(299)	Third party property management	147	39	108
Total net operating income	Total net operating income	$43,940	$39,185	$ 4,755	$127,760	$121,649	$ 6,111	Total net operating income	$ 44,106	$ 42,372	$ 1,734

Tenant reinsurance operations: Tenant reinsurance premium revenue increased $3.4 $4.8 million or 7.1% for 9.8% in the three months ended September 30, 2023, and increased $11.2 million or 8.0% for the nine months ended September 30, 2023, in each case as compared to March 31, 2024 over the same period in 2022, 2023, as a result of an increase in our tenant base with respect to acquired, newly developed, and expanded facilities and the third party properties we manage. manage, as well as the increase of average premiums charged per customer at our same store facilities. Tenant reinsurance premium revenue generated from tenants at our Same-Store Facilities were $37.7 $41.6 million and $112.2 $40.2 million for in the three and nine months ended September 30, 2023, March 31, 2024 and 2023, respectively, as compared to $36.4 million and $108.2 million for the same periods in 2022, representing an increase of 3.6% and 3.7%, respectively. a 3.5% increase.

We expect future growth will come primarily from customers of newly acquired and developed facilities and the increase of tenant insurance participation at our same store facilities. Same Store Facilities.

Cost of operations primarily includes claims paid as well as claims adjustment expenses. Claims expenses vary based upon the number of insured tenants and the volume of events that drive covered customer losses, such as burglary, as well as catastrophic weather events affecting multiple properties such as hurricanes and floods. Tenant reinsurance cost of operations increased $4.1 $2.1 million for the nine three months ended September 30, 2023 March 31, 2024, respectively, as compared to the same period in 2022, 2023, primarily due to increased claim expenses related to fire burglary events and flooding events. increased access fees we paid to the third-party owners of properties we manage driven by the growth of our third-party property management program.

Third-party property management: At September 30, 2023 March 31, 2024, in our third-party property management program, we managed 168 235 facilities for unrelated third parties, and were under contract to manage 90 132 additional facilities including 85 119 facilities that are currently under construction. During the nine three months ended September 30, 2023 March 31, 2024, we added 80 46 facilities to the program (including 25 third-party facilities from the Simply Acquisition), acquired one facility from the program, and had 13 three properties exit the program due to sales to other buyers. program. While we expect this business to increase in scope and size, we do not expect any significant changes in overall profitability of this business in the near term as we seek new properties to manage and are in the earlier stages of fill-up for newly managed properties.

Analysis of items not allocated to segments

Equity in earnings of unconsolidated real estate entities

We account for the equity investments in Shurgard and PSB (prior to the sale of our investment in PSB) using the equity method and record our pro-rata share of the net income of these entities. The following table, For the three months ended March 31, 2024 and the discussion below, sets forth our 2023, we recognized equity in earnings of unconsolidated real estate entities: Shurgard of $6.1 million and $6.0 million, respectively. Included in our equity earnings from Shurgard were $9.8 million and $8.5 million of our share of depreciation and amortization expense for the three months ended March 31, 2024 and 2023, respectively.

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2023	2022	Change	2023	2022	Change
	(Amounts in thousands)					
Equity in earnings:						
Shurgard	$ 7,227	$ 4,594	$ 2,633	$ 22,787	$ 19,533	$ 3,254
PSB	—	3,586	(3,586)	—	80,596	(80,596)
Total equity in earnings	$ 7,227	$ 8,180	$ (953)	$ 22,787	$ 100,129	$ (77,342)

Investment in Shurgard: For purposes of recording our equity in earnings from Shurgard, the Euro was translated at exchange rates of approximately 1.057 1.079 U.S. Dollars per Euro at September 30, 2023 (1.070 March 31, 2024 (1.104 at December 31, 2022 December 31, 2023), and average exchange rates of 1.088 1.086 and 1.008 1.073 for the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, 2023, respectively.

Real estate acquisition and average exchange rates of 1.083 and 1.065 for the nine months ended September 30, 2023 and 2022, respectively.

Included in our equity earnings from Shurgard for the nine months ended September 30, 2022 is our equity share of gains on sale of real estate totaling $3.5 million (none for the same periods in 2023). Also included were $8.5 million and $26.1 million of our share of depreciation and amortization expense for the three and nine months ended September 30, 2023, respectively, as compared to $8.6 million and $23.6 million for the same periods in 2022.

Investment in PSB: development expense: On July 20, 2022, in connection with the closing of the merger of PSB with Blackstone, we completed the sale of our 41% common equity interest in PSB in its entirety. At the close of the merger transaction, we received a total of $2.7 billion of cash proceeds and recognized a gain of $2.1 billion during the third quarter of 2022.

Included in our equity earnings from PSB for the nine months ended September 30, 2022 is our equity share of gains on sale of real estate totaling $49.1 million (none for In the three months ended September 30, 2022). Our equity share March 31, 2024 and 2023, we incurred a total of earnings from PSB contributed $5.6 million $3.7 million and $57.7 million $5.5 million, respectively, of internal and external expenses related to Core FFO our acquisition and development of real estate facilities. These amounts are net of $4.4 million and $4.5 million in the three and nine months ended September 30, 2022. Since March 31, 2024 and 2023, respectively, in development costs that were capitalized to newly developed and redeveloped self-storage facilities. During the sale three months ended March 31, 2024 and 2023, we wrote off a total of PSB $0.4 million and $2.5 million, respectively, of accumulated development costs related to cancelled development and redevelopment projects as well as due diligence costs incurred in July 2022, we no longer recognize equity in earnings from PSB. pursuit of strategic transactions.

General and administrative expense: The following table sets forth our general and administrative expense:

		Three Months Ended September 30,			Nine Months Ended September 30,		
		2023	2022	Change	2023	2022	Change
		(Amounts in thousands)					
Share-based compensation expense	Share-based compensation expense	$ 6,231	$ 9,335	$ (3,104)	$ 20,033	$ 30,167	$ (10,134)
Development and acquisition costs		4,757	2,571	2,186	12,803	9,085	3,718

Federal and State tax expense and related compliance costs	2,903	5,546	(2,643)	9,280	11,661	(2,381)
Legal costs	658	1,100	(442)	2,433	2,320	113
Share-based compensation expense						
Share-based compensation expense						
Corporate management costs						
Corporate management costs						
Corporate management costs Corporate management costs	5,970	4,994	976	18,522	15,335	3,187
Other costs Other costs	8,106	5,955	2,151	16,532	12,833	3,699
Other costs						
Other costs						
Total Total	$ 28,625	$ 29,501	$ (876)	$ 79,603	$ 81,401	$ (1,798)
Total						
Total						

General and administrative expense decreased $0.9 million and $1.8 increased $4.4 million in the three and nine months ended September 30, 2023, respectively, March 31, 2024 as compared to the same period in 2022 2023 due primarily to (i) a decrease in share-based compensation expense driven by the absence of comparable accelerated compensation expense recognized for awards granted to corporate management personnel who are eligible for immediate vesting of their outstanding awards upon retirement, (ii) a decrease in State and local tax expense driven by lower projected annual taxable income, partially offset by (iii) an increase in development and acquisition costs driven by higher write-off of costs related to cancelled development and expansion projects, (iv) an increase in other costs driven by higher spending in IT applications and software development and costs incurred for UPREIT reorganization, and (v) (ii) an increase in corporate management costs driven by higher payroll costs.

Interest and other income: The following table sets forth our interest and other income:

	Three Months Ended March 31,					
	Three Months Ended March 31,					
	Three Months Ended March 31,					
	Three Months Ended September 30,			Nine Months Ended September 30,		
	2024					
	2024					
	2024				2023	Change
	(Amounts in thousands)					
	(Amounts in thousands)					
	(Amounts in thousands)					
	2023	2022	Change	2023	2022	Change
	(Amounts in thousands)					
Interest earned on cash balances						
Interest earned on cash balances						
Interest earned on cash balances Interest earned on cash balances	$28,515	$ 8,149	$20,366	$53,619	$10,307	$43,312
Commercial operations Commercial operations	2,143	3,011	(868)	7,110	7,259	(149)

Unrealized gain on private equity investments	Unrealized gain on private equity investments	122	344	(222)	2,615	4,641	(2,026)
Other	Other	1,515	1,232	283	6,037	4,187	1,850
Total	Total	$32,295	$12,736	$19,559	$69,381	$26,394	$42,987

Interest earned on cash balances increased $20.4 million and $43.3 million decreased $3.2 million in the three and nine months ended September 30, 2023, respectively, March 31, 2024 as compared to the same periods period in 2022 2023, due primarily to higher lower average cash balances resulting from temporary cash held from the issuance of $2.2 billion unsecured senior notes on July 26, 2023 until the funding of the Simply Acquisition on September 13, 2023 and partially offset by higher interest rates in the financial markets in 2023 as compared to 2022. earned.

Interest expense: For the three and nine months ended September 30, 2023, March 31, 2024 and 2023, we incurred $61.4 $70.1 million and $139.3 $37.8 million, respectively, of interest on our outstanding notes payable, as compared to $35.8 million and $104.4 million for the same periods in 2022. payable. In determining interest expense, these amounts were offset by capitalized interest of $3.0 $2.4 million and $6.8 $1.7 million during the three and nine months ended September 30, 2023, March 31, 2024 and 2023, respectively, associated with our development activities, as compared to $1.7 million and $4.2 million for the same periods in 2022. activities. The increase of interest expense in the three and nine months ended September 30, 2023 March 31, 2024 as compared to the same periods period in 2022 2023 is due to the issuance of $2.2 billion of notes payable in July 2023 and the increase of Compounded SOFR on our $700.0 million variable rate unsecured notes issued in April 2021, partially offset by the interest savings on the $500.0 million unsecured notes redeemed in August 2022. 2021. At September 30, 2023 March 31, 2024, we had $9.0 $9.1 billion of notes payable outstanding, with a weighted average interest rate of approximately 3.1%.

Foreign Currency Exchange Gain: currency exchange gain (loss): For the three and nine months ended September 30, 2023, March 31, 2024 and 2023, we recorded foreign currency gains of $47.9 $37.5 million and $19.9 losses of $26.9 million, respectively, representing primarily the changes in the U.S. Dollar equivalent of our Euro-denominated unsecured notes due to fluctuations in exchange rates. For the three and nine months ended September 30, 2022, we recorded foreign currency gains of $100.2 million and $237.3 million, respectively. The Euro was translated at exchange rates of approximately 1.057 1.079 U.S. Dollars per Euro at September 30, 2023 March 31, 2024, 1.104 at December 31, 2023, 1.088 at March 31, 2023, and 1.070 at December 31, 2022, 0.980 at September 30, 2022 and 1.134 at December 31, 2021. Future gains and losses on foreign currency will be dependent upon changes in the relative value of the Euro to the U.S. Dollar and the level of Euro-denominated notes payable outstanding.

Gain on sale of real estate: In the three months ended March 31, 2024, we sold a land parcel for $2.4 million in cash and recorded gains on sale of real estate of $0.9 million (none in the three months ended March 31, 2023).

Income tax expense: We operate as a REIT for U.S. federal income tax purposes. As a REIT, we are generally not subject to U.S. federal income taxes on our taxable income distributed to stockholders. For the three months ended March 31, 2024 and 2023, we recorded income tax expense totaling $1.5 million and $3.1 million, respectively, related to our taxable REIT subsidiaries and in the state and local jurisdictions in which we operate. The year-over-year changes of income tax expense in the first quarter of 2024 were primarily driven by changes in state income tax, due to fluctuations of taxable income in certain states where there are differences between federal and state tax laws.

Liquidity and Capital Resources

Overview and our Sources of Capital

While operating as a REIT allows us to minimize the payment of U.S. federal corporate income tax expense, we are required to distribute at least 90% of our taxable income to our shareholders. Notwithstanding this requirement, our annual operating retained cash flow increased from $200 million to $300 million per year in recent years to was approximately $700 million in 2021, and $1 billion in 2022. 2022 and $480 million for 2023 after a 50% increase in annual dividend in 2023. Retained operating cash flow represents our expected cash flow provided by operating activities (including property operating costs and interest payments described below), less shareholder distributions and capital expenditures. We expect retained cash flow of approximately $500 million $450 million for 2023. 2024.

Capital needs in excess of retained cash flow are met with: (i) medium and long-term debt, (ii) preferred equity, (iii) limited partnership interests, and (iv) common equity. We select among these sources of capital based upon relative cost, availability, the desire for leverage, and considering potential constraints caused by certain features of capital sources, such as debt covenants. We view our line of credit, as well as any short-term bank loans, as bridge financing.

Because raising capital is important to our growth, we endeavor to maintain a strong financial profile characterized by strong credit metrics, including low leverage relative to our total capitalization and operating cash flows. We are one of the highest rated REITs, as rated by major rating agencies Moody’s and Standard & Poor’s. Our senior notes payable have an “A” credit rating by Standard & Poor’s and “A2” by Moody’s. Our credit ratings on each of our series of preferred shares are “A3” by Moody’s and “BBB+” by Standard & Poor’s. Our credit profile enables us to effectively access both the public and private capital markets to raise capital.

On June 12, 2023, we amended our revolving line of credit, increasing the borrowing limit from $500 million to $1.5 billion. We increased the size of the revolving line of credit and its associated lender base given our increased levels of debt maturities in coming years and to serve as temporary “bridge” financing until we are able to raise longer term capital. As of September 30, 2023 and October 30, 2023 March 31, 2024, there were no borrowings outstanding on the revolving line of credit; however, we do have approximately $14.6 million of outstanding letters of credit, which limits our borrowing capacity to $1,485.4 million as of October 30, 2023 April 30, 2024. Our line of credit matures on June 12, 2027.

We believe that we have significant financial flexibility to adapt to changing conditions and opportunities, and we have significant access to sources of capital including debt and preferred equity. While the costs of financing have increased recently, based on our strong credit profile and our substantial current liquidity relative to our capital requirements noted below, we would not expect any potential capital market dislocations to have a material impact upon our expected capital and growth plans over the next 12 months. However, if capital market conditions deteriorated deteriorate significantly for a long period of time, our access to or cost of debt and preferred equity capital could be negatively impacted and potentially affect future investment activities.

Our current and expected capital resources include: (i) $629.8 $271.6 million of cash as of September 30, 2023 and March 31, 2024, (ii) approximately $400 million to $340 million of net cash proceeds we will retain from the issuance of unsecured senior notes in April 2024 after repayment of $808 million of our unsecured notes due in April 2024, and (iii) approximately $450 million of expected retained operating cash flow over the next twelve months. Additionally, we have $1,485.4 million available borrowing capacity on our revolving line of credit, which can be used as temporary “bridge” financing until we are able to raise longer term capital. We believe that our cash provided by our operating activities will continue to be sufficient to enable us to meet our ongoing cash requirements for interest payments on debt, maintenance capital expenditures, and distributions to our shareholders for the foreseeable future.

As described below, our current committed cash requirements consist of (i) $170.3 million in property acquisitions currently under contract, (ii) $495.0 $393.7 million of remaining spending on our current development pipeline, which will be incurred primarily in the next 18 to 24 months and (iii) $806 million (ii) $34.6 million in scheduled principal repayments on our unsecured and mortgage notes in the next twelve months, including $700 million of our U.S. Dollar denominated unsecured notes that mature on April 23, 2024 and €100 million of our Euro denominated unsecured notes that mature on April 12, 2024. We plan to refinance these unsecured notes as they come due in April 2024. property acquisitions currently under contract. Our cash requirements may increase over the next year as we add projects to our development pipeline and acquire additional properties. Additional potential cash requirements could result from various activities including the redemption of outstanding preferred securities, repurchases of common stock, or merger and acquisition activities, as and to the extent we determine to engage in such activities.

Over the long term, to the extent that our cash requirements exceed our capital resources, we believe we have a variety of possibilities to raise additional capital including issuing common or preferred securities, debt, and limited partnership interests, or entering into joint venture arrangements to acquire or develop facilities.

Cash Requirements

The following summarizes our expected material cash requirements, which comprise (i) contractually obligated expenditures, including payments of principal and interest, (ii) other essential expenditures, including property operating expenses, maintenance capital expenditures and dividends paid in accordance with REIT distribution requirements, and (iii) opportunistic expenditures, including acquisitions and developments and repurchases of our securities. We expect to satisfy these cash requirements through operating cash flow and opportunistic debt and equity financings.

Required Debt Repayments: As of September 30, 2023 March 31, 2024, the principal outstanding on our debt totaled approximately $9.1 billion, consisting of $7.5 billion of U.S. Dollar denominated unsecured notes payable, $1.6 $1.7 billion of Euro-denominated unsecured notes payable, and $1.9 $1.8 million of mortgage notes payable. Approximate principal maturities and interest payments (including $78.7 million $46.4 million in estimated interest on our $1.1 billion variable rate unsecured notes based on rates in effect at September 30, 2023 March 31, 2024) are as follows (amounts in thousands):

	Principal	Interest	Total
Remainder of 2023	$ 30	$ 58,237	$ 58,267
2024	805,868	249,752	1,055,620
2025	656,046	221,978	878,024
2026	1,150,138	196,223	1,346,361
2027	500,146	184,278	684,424
Thereafter	5,970,222	1,265,537	7,235,759
	$9,082,450	$2,176,005	$11,258,455

	Principal	Interest	Total
Remainder of 2024	$ 808,018	$ 172,073	$ 980,091
2025	661,336	222,314	883,650
2026	1,150,138	196,395	1,346,533
2027	500,146	184,450	684,596
2028	1,200,129	162,960	1,363,089
Thereafter	4,796,323	1,103,285	5,899,608
	$ 9,116,090	$ 2,041,477	$ 11,157,567

On April 11, 2024, PSOC issued €150 million of senior notes to institutional investors, bearing interest at a fixed rate of 4.080% and maturing on April 11, 2039. The senior notes are guaranteed by Public Storage. We have received $162.6 million of net proceeds from the issuance after converting the Euros to U.S. Dollars. On April 11, 2024, we repaid PSOC’s €100 million 1.540% senior notes due April 12, 2024 to the same institutional investors for $108.4 million.

On April 16, 2024, PSOC completed a public offering of $1.0 billion aggregate principal amount of senior notes, including $700 million aggregate principal amount of floating rate senior notes bearing interest at a rate of Compounded SOFR + 0.70% (reset quarterly) maturing on April 16, 2027 and $300 million aggregate principal amount of senior notes bearing interest at a fixed annual rate of 5.350% maturing on August 1, 2053. The 2053 notes constitute a further issuance of, and form a single series with, our U.S. Dollar denominated unsecured outstanding 5.350% senior notes that mature due 2053 issued on April 23, 2024 and €100 million July 26, 2023 in the aggregate principal amount of $600 million. These senior notes are guaranteed by Public Storage. We received $988.5 million of net proceeds from the offering. On April 23, 2024, we repaid our Euro denominated unsecured outstanding $700 million aggregate principal amount of floating rate senior notes that mature on April 12, 2024. We plan to refinance these unsecured notes as they come due in April 2024. at maturity.

Capital Expenditure Requirements: Capital expenditures include general maintenance, major repairs, or replacements to elements of our facilities to keep our facilities in good operating condition and maintain their visual appeal. Capital expenditures do not include costs relating to the development of new facilities or redevelopment of existing facilities to increase their available rentable square footage.

We spent $158 $66 million of capital expenditures to maintain real estate facilities in the first nine three months of 2023 2024 and expect to spend approximately $200 $180 million in 2023. 2024. In addition to standard capital repairs of building elements reaching the end of their useful lives, our capital expenditures in recent years have included incremental expenditures to enhance the competitive position of certain of our facilities relative to local competitors pursuant to a multi-year Property of Tomorrow program. Such investments include development of more pronounced, attractive, and clearly identifiable color schemes and signage and upgrades to the configuration and layout of the offices and other customer zones to improve the customer experience. We spent approximately $119 $25 million in the first nine three months of 2023 2024 and expect to spend $150 million in 2023 2024 on this effort. In addition, we have spent $46 $13 million in LED lighting and on the installation of solar panels in the nine first three months ended September 30, 2023 of 2024 and we expect to spend $60 $120 million in 2023. 2024.

We believe that these incremental investments improve customer satisfaction, the attractiveness and competitiveness of our facilities The capital spent to new and existing customers and, in the case of LED lighting and install solar panels and LED lights will reduce electric utility usage resulting in lower property operating costs.

Requirement to Pay Distributions: For all periods presented herein, we have elected to be treated as a REIT, as defined in the Internal Revenue Code. For each taxable year in which we qualify for taxation as a REIT, we will not be subject to U.S. federal corporate income tax on our “REIT taxable income” (generally, taxable income subject to specified adjustments, including a deduction for dividends paid and excluding our net capital gain) that is distributed to our shareholders. We believe we have met these requirements in all periods presented herein, and we expect to continue to qualify as a REIT.

Our consistent, long-term dividend policy has been to distribute our taxable income. Future quarterly distributions with respect to the common shares will continue to be determined based upon our REIT distribution requirements after taking into consideration distributions to the preferred shareholders and will be funded with cash flows from operating activities.

The annual distribution requirement with respect to our preferred shares outstanding at September 30, 2023 March 31, 2024 is approximately $194.7 million per year.

Real Estate Investment Activities: We continue to seek to acquire additional self-storage facilities from third parties. Subsequent to September 30, 2023 March 31, 2024, we acquired or were under contract to acquire eleven four self-storage facilities for a total purchase price of $170.3 million. $34.6 million.

We are actively seeking to acquire additional facilities. However, future acquisition volume will depend upon whether additional owners will be motivated to market their facilities, which will in turn depend upon factors such as economic conditions and the level of seller confidence.

As of September 30, 2023 March 31, 2024, we had development and expansion projects at a total cost of approximately $952.1 $783.0 million. Costs incurred through September 30, 2023 March 31, 2024 were $457.1 $389.3 million, with the remaining cost to complete of $495.0 $393.7 million expected to be incurred primarily in the next 18 to 24 months. Some of these projects are subject to contingencies such as entitlement approval. We expect to continue to seek to add projects to maintain and increase our robust pipeline. Our ability to do so continues to be challenged by various constraints such as difficulty in finding projects that meet our risk-adjusted yield expectations and challenges in obtaining building permits for self-storage facilities in certain municipalities.

Property Operating Expenses: The direct and indirect cost of our operations impose significant cash requirements. Direct operating costs include property taxes, on-site property manager payroll, repairs and maintenance, utilities, and marketing. Indirect operating costs include supervisory payroll and centralized management costs. The cash requirements from these operating costs will vary year to year based on, among other things, changes in the size of our portfolio and changes in property tax rates and assessed values, wage rates, and marketing costs in our markets.

Redemption of Preferred Securities: Historically, we have taken advantage of refinancing higher coupon preferred securities with lower coupon preferred securities. In the future, we may also elect to finance the redemption of preferred securities with proceeds from the issuance of debt. As of October 30, 2023 April 30, 2024, we have two three series of preferred securities that are eligible for redemption, at our option and with 30 days’ notice: our 5.150% Series F Preferred Shares ($280.0 million) and our, 5.050% Series G Preferred Shares ($300.0 million), and 5.600% Series H Preferred Shares ($285.0 million). See Note 10 9 to our September 30, 2023 March 31, 2024 consolidated financial statements for the redemption dates of all of our series of preferred shares. Redemption of such preferred shares will depend upon many factors, including the rate at which we could issue replacement preferred securities. None of our preferred securities are redeemable at the option of the holders.

Repurchases of Common Shares: Our Board has authorized management to repurchase up to 35,000,000 of our common shares on the open market or in privately negotiated transactions. During nine the three months ended September 30, 2023 March 31, 2024, we did not repurchase any of our common shares. From the inception of the repurchase program through October 30, 2023 April 30, 2024, we have repurchased a total of 23,721,916 common shares at an aggregate cost of approximately $679.1 million. We have no current plans to repurchase shares; however future levels of common share repurchases will be dependent upon our available capital, investment alternatives and the trading price of our common shares.

ITEM 3. Quantitative and Qualitative Disclosures about Market Risk

To limit our exposure to market risk, we are capitalized primarily with preferred and common equity. Our preferred shares are redeemable at our option generally five years after issuance, but the holder has no redemption option. Our debt, which totals approximately $9.0 billion $9.1 billion at September 30, 2023 March 31, 2024, is the only market-risk sensitive portion of our capital structure.

The fair value of our debt at September 30, 2023 March 31, 2024 is approximately $8.0 billion $8.4 billion. The table below summarizes the annual maturities of our debt, which had a weighted average effective rate of 3.1% at September 30, 2023 March 31, 2024. See Note 8 7 to our September 30, 2023 March 31, 2024 consolidated financial statements for further information regarding our debt (amounts in thousands).

	Remainder of 2023	2024	2025	2026	2027	Thereafter	Total
Debt	$ 30	$ 805,868	$ 656,046	$ 1,150,138	$ 500,146	$ 5,970,222	$ 9,082,450

	Remainder of 2024	2025	2026	2027	2028	Thereafter	Total
Debt	$ 808,018	$ 661,336	$ 1,150,138	$ 500,146	$ 1,200,129	$ 4,796,323	$ 9,116,090

We have foreign currency exposure at September 30, 2023 March 31, 2024 related to (i) our investment in Shurgard, with a book value of $278.1 $389.0 million, and a fair value of $1.2 billion $1.5 billion based upon the closing price of Shurgard's stock on September 30, 2023 March 31, 2024, and (ii) €1.5 billion ($1.6 1.7 billion) of Euro-denominated unsecured notes payable, providing a natural hedge against the fair value of our investment in Shurgard.

ITEM 4. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in reports we file and submit under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified in accordance with SEC guidelines and that such information is communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure based on the definition of "disclosure controls and procedures" in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures in reaching that level of reasonable assurance. We also have investments in certain unconsolidated real estate entities and because we do not control these entities, our disclosure controls and procedures with respect to such entities are substantially more limited than those we maintain with respect to our consolidated subsidiaries.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we evaluated the effectiveness of our disclosure controls and procedures, as required by Exchange Act Rule 13a-15(b), as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective, at a reasonable assurance level.

Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended September 30, 2023 March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II. OTHER INFORMATION

ITEM 1. Legal Proceedings

We are a party to various legal proceedings and subject to various claims and complaints; however, we believe that the likelihood of these contingencies resulting in a material loss to the Company, either individually or in the aggregate, is remote.

ITEM 1A. Risk Factors

In addition to the other information in this Quarterly Report on Form 10-Q, you should carefully consider the risks described in our Annual Report on Form 10-K filed for the year ended December 31, 2022 December 31, 2023, in Part I, Item 1A, Risk Factors, and in our other filings with the SEC. These factors may materially affect our business, financial condition and operating results. There have been no material changes to the risk factors relating to the Company disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023.

In addition, in considering the forward-looking statements contained in this Quarterly Report on Form 10-Q and elsewhere, you should refer to the qualifications and limitations on our forward-looking statements that are described in Forward-Looking Statements at the beginning of Part I, Item 2 of this Quarterly Report on Form 10-Q.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

Common Share Repurchases

Our Board has authorized management to repurchase up to 35,000,000 of our common shares on the open market or in privately negotiated transactions. From the inception of the repurchase program through October 30, 2023 April 30, 2024, we have repurchased a total of 23,721,916 common shares (all purchased prior to 2010) at an aggregate cost of approximately $679.1 million. Our common share repurchase program does not have an expiration date and there are 11,278,084 common shares that may yet be repurchased under our repurchase program as of September 30, 2023 March 31, 2024. We have no current plans to repurchase shares; however, future levels of common share repurchases will be dependent upon our available capital, investment alternatives, and the trading price of our common shares.

ITEM 5. Other Information

During the three months ended September 30, 2023 March 31, 2024, no trustee or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

ITEM 6. **Exhibits**

Exhibits required by Item 601 of Regulation S-K are filed herewith or incorporated herein by reference and are listed in the attached Exhibit Index which is incorporated herein by reference.

PUBLIC STORAGE

INDEX TO EXHIBITS (1)

(Items 15(a)(3) and 15(c))

2.1	Agreement and Plan of Merger, dated August 2, 2023, by and among Public Storage, New PSA and PSA Merger Sub. Filed as Exhibit 2.1 to the Company's Current Report on Form 8-K dated August 2, 2023 and incorporated herein by reference.
3.1	Amended and Restated Declaration of Trust of Public Storage, dated August 14, 2023. Filed as Exhibit 3.1 to the Company's Current Report on Form 8-K dated August 14, 2023 and incorporated herein by reference.
3.2	Amended and Restated Bylaws of Public Storage. Filed as Exhibit 3.2 to the Company's Current Report on Form 8-K dated August 14, 2023 and incorporated herein by reference.
3.3	Articles of Merger. Filed as Exhibit 3.3 to the Company's Current Report on Form 8-K dated August 14, 2023 and incorporated herein by reference.
3.4	Articles Supplementary of Public Storage, dated August 2, 2023. Filed as Exhibit 3.1 to the Company's Current Report on Form 8-K dated August 2, 2023 and incorporated herein by reference.
4.1	Amended and Restated Seventeenth Supplemental Indenture, dated as of August 14, 2023 April 16, 2024, among Public Storage Operating Company, Public Storage Operating Company and Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, National Association), as trustee. Filed as Exhibit A to Exhibit 4.1 4.2 to the Company's Current Report on Form 8-K dated August 14, 2023 April 11, 2024 and incorporated herein by reference herein. reference.
4.2	Twelfth Eighteenth Supplemental Indenture, dated as of July 26, 2023 April 16, 2024, between among Public Storage Operating Company, Public Storage, and Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, National Association), as trustee, including the form of Global Note representing the 2033 Notes. Filed as Exhibit 4.2 to the Company's Current Report on Form 8-K dated July 26, 2023 and incorporated herein by reference.
4.3	Thirteenth Supplemental Indenture, dated as of July 26, 2023, between Public Storage and Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, National Association), as trustee, including the form of Global Note representing the 2029 Notes. trustee. Filed as Exhibit 4.3 to the Company's Current Report on Form 8-K dated July 26, 2023 April 11, 2024 and incorporated herein by reference.
4.4 10.1	Fourteenth Supplemental Indenture, Amended and Restated Agreement of Limited Partnership of Public Storage OP, L.P., dated as of July 26, 2023, between February 14, 2024. Filed herewith.
10.2*	Restated Public Storage 2021 Equity and Computershare Trust Performance-Based Incentive Compensation Plan. Filed herewith.
10.3*	Form of Time-Based Public Storage OP, L.P. LTIP Unit Agreement. Filed herewith.
10.4*	Form of Performance-Based Public Storage OP, L.P. LTIP Unit Agreement. Filed herewith.
10.5*	Form of Time-Based Public Storage OP, L.P. AO LTIP Unit Agreement. Filed herewith.
10.6*	Form of Performance-Based Public Storage OP, L.P. AO LTIP Unit Agreement. Filed herewith.
10.7	Note Purchase Agreement, dated as of April 11, 2024, by and among Public Storage Operating Company N.A. (as successor to Wells Fargo Bank, National Association), as trustee, including and the form of Global Note representing the 2033 Notes. Purchasers party thereto. Filed as Exhibit 4.4 10.1 to the Company's Current Report on Form 8-K dated July 26, 2023 April 11, 2024 and incorporated herein by reference.
4.5	Fifteenth Supplemental Indenture, dated as of July 26, 2023, between Public Storage and Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, National Association), as trustee, including the form of Global Note representing the 2053 Notes. Filed as Exhibit 4.5 to the Company's Current Report on Form 8-K dated July 26, 2023 and incorporated herein by reference.
4.6	Sixteenth Supplemental Indenture, dated August 14, 2023, by and among Old PSA, New PSA and Computershare Trust Company, N.A. Filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated August 14, 2023 and incorporated herein by reference.
10.1	Parent Guarantee, dated as of August 14, 2023, by Public Storage. Filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 14, 2023 and incorporated herein by reference.
10.2	Amendment No. 1 to 2015 Note Purchase Agreement, dated as of July 28, 2023, by and among Public Storage and the signatories thereto. Filed herewith.

10.3	Amendment No. 1 to 2016 Note Purchase Agreement, dated as of July 28, 2023, by and among Public Storage and the signatories thereto. Filed herewith.
31.1	Rule 13a – 14(a) Certification. Filed herewith.
31.2	Rule 13a – 14(a) Certification. Filed herewith.
32	Section 1350 Certifications. Filed herewith.
101 .INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101 .SCH	Inline XBRL Taxonomy Extension Schema. Filed herewith.
101 .CAL	Inline XBRL Taxonomy Extension Calculation Linkbase. Filed herewith.
101 .DEF	Inline XBRL Taxonomy Extension Definition Linkbase. Filed herewith.
101 .LAB	Inline XBRL Taxonomy Extension Label Linkbase. Filed herewith.
101 .PRE	Inline XBRL Taxonomy Extension Presentation Link. Filed herewith.
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)
_ (1) SEC	File No. 001-33519 unless otherwise indicated.
*	Denotes management compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirement of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DATED: October 30, 2023 April 30, 2024

PUBLIC STORAGE

By: /s/ H. Thomas Boyle

H. Thomas Boyle
Senior Vice President, Chief Financial and Investment Officer

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Exhibit 10.2 10.1

Execution Version

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
PUBLIC STORAGE OP, L.P.

Dated as of February 14, 2024

AMENDMENT NO. 1 TO NOTE PURCHASE AGREEMENT TABLE OF CONTENTS

EXHIBITS

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
PUBLIC STORAGE OP, L.P.

THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP, dated as of February 14, 2024 (as may be amended, supplemented or restated from time to time, the "**Agreement**"), dated as of July 28, 2023 is madeentered into by and among PUBLIC STORAGE, PSOP GP LLC, a real estate investment trust formed under Delaware limited liability company, as the laws of the State of Maryland (the "**Company**"), and certain holders of Notes (the "**Consenting Noteholders**") party to the Note Purchase Agreement (as defined below). Each of the Company General Partner, and the Consenting Noteholders is, individually, a "**Party**" and collectively, Persons whose names are set forth on the "**Parties**".

WHEREAS, reference is hereby made to that certain Note Purchase Agreement, dated Partnership Registry as of November 3, 2015, by and among the Company and the Purchasers party thereto (as amended supplemented or otherwise modified from time to time, prior as limited partners, together with any other Persons who become Partners in the Partnership as provided herein.

WHEREAS, the General Partner and PSA REIT (as defined below) entered into an Agreement of Limited Partnership of Public Storage OP, L.P. dated as of July 27, 2023, pursuant to which the date hereof, the Partnership was formed (the "**Note PurchaseOriginal Agreement**");

WHEREAS, the Company wishes to complete a transaction (the "**UPREIT Transaction**") pursuant to which the Company will become a direct or indirect subsidiary of a real estate investment trust formed under the laws NOW, THEREFORE, in consideration of the State of Maryland (the "**New REIT**"), shares of which will have trading privileges on the New York Stock Exchange;

WHEREAS, following the UPREIT Transaction, New REIT will maintain its tax status as a REIT but the Company will become a disregarded entity mutual covenants set forth herein, and for federal income tax purposes and no longer treated as a REIT for tax purposes;

WHEREAS, the Company and the Consenting Noteholders wish to amend the Note Purchase Agreement in connection with the UPREIT Transaction in order to, among other things, reflect that, following the UPREIT Transaction, the New REIT will be required to maintain status as a REIT in lieu of the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties parties hereto hereby agree to amend and restate the Original Agreement in its entirety and agree to continue the Partnership as a limited partnership under the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, as follows:

SECTION 1. Definitions. All capitalized

ARTICLE I
DEFINED TERMS

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used butin this Agreement.

"Act" means the Delaware Revised Uniform Limited Partnership Act, as it may be amended from time to time, and any successor to such statute.

"Additional Limited Partner" means a Person admitted to the Partnership as a Limited Partner pursuant to Section 12.2 hereof.

"Adjusted Capital Account" means the Capital Account maintained for each Partner as of the end of each Fiscal Year (i) increased by any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) decreased by the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Adjusted Capital Account as of the end of the relevant Fiscal Year.

"Adjusted Property" means any property the Carrying Value of which has been adjusted pursuant to Exhibit B.

"Adjustment Event" means an event in which: (A) the Partnership makes a distribution on all outstanding Common Units in Partnership Units; (B) thePartnership subdivides the outstanding Common Units into a greater number of units or combines the outstanding Common Units into a smaller number of units; or (C) the Partnership issues any Partnership Units in exchange for its outstanding Common Units by way of a reclassification or recapitalization of its Common Units. The following shall not be Adjustment Events: (x) the issuance of Partnership Units in a financing, reorganization, acquisition or other similar business transaction, (y) the issuance of Partnership Units pursuant to any employee benefit or compensation plan or distribution reinvestment plan, or (z) the issuance of any Partnership Units to the General Partner or General Partner Entity in respect of a capital contribution to the Partnership of proceeds from the sale of (or agreements to sell) securities by the General Partner or General Partner Entity.

"Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person or (ii) any officer, director, general partner or trustee of such Person or any Person referred to in clause (i) above. For purposes of this definition, "control," when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, defined, herein, including and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Aggregate Loss Allocation Amount" means with respect to the Loss Allocation Partners, as a group, the aggregate balances of the Loss Allocation Amounts, if any, of the Loss Allocation Partners, as determined on the date in question.

"Agreed Value" means (i) in the introductory case of any Contributed Property, the Section 704(c) Value of such property as of the time of its contribution to the Partnership, reduced by any liabilities either assumed by the Partnership upon such contribution or to which such property is subject when contributed; and recital paragraphs above, shall have (ii) in the meanings assigned thereto case of any property distributed to a Partner by the Partnership, the Partnership's Carrying Value of such property at the time such property is distributed, reduced by any indebtedness either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution as determined under Section 752 of the Code and the regulations thereunder.

"Agreement" means this Amended and Restated Agreement of Limited Partnership, as it may be amended, supplemented or restated from time to time.

"AO LTIP Conversion Date" has the meaning set forth in Schedule A Section 1.F of Exhibit I.

"AO LTIP Unit" means a Partnership Unit which is designated as an AO LTIP Unit, which can be issued in one or more series and which has the Note Purchase rights, preferences and other privileges designated in Exhibit I hereof. The allocation of AO LTIP Units among the Partners shall be set forth in Exhibit A, as it may be amended or restated from time to time.

"AO LTIP Unitholder" means a Partner that holds AO LTIP Units.

"Assignee" means a Person to whom one or more Partnership Units have been transferred in a manner permitted under this Agreement, but who has not become a Substituted Limited Partner, and who has the rights set forth in Section 11.5.

"Available Cash" means, as determined in the sole and absolute discretion of the General Partner with respect to any period for which such calculation is being made:

(a) all cash revenues and funds received by the Partnership from whatever source (excluding the proceeds of any Capital Contribution, unless otherwise determined by the General Partner in its sole and absolute discretion) plus the amount of any reduction in reserves of the Partnership (including, without limitation, a reduction resulting from the General Partner's determination that such amounts are no longer necessary), which reserves are referred to in clause (b)(iv) below;

(b) less the sum of the following (except to the extent made with the proceeds of any Capital Contribution):

(i) all interest, principal and other debt payments made during such period by the Partnership;

(ii) all cash expenditures (including capital expenditures) made by the Partnership during such period;

(iii) investments in any entity (including loans made thereto) to the extent that such investments are permitted under this Agreement and are not otherwise described in clauses (b)(i) or (ii); and

(iv) the amount of any increase in reserves established during such period which the General Partner determines is necessary or appropriate in its sole and absolute discretion (including any reserves that may be necessary or appropriate to account for distributions required with respect to Partnership Interests having a preference over other classes of Partnership Interests).

Notwithstanding the foregoing, after commencement of the dissolution and liquidation of the Partnership, Available Cash shall not include any cash received or reductions in reserves and shall not take into account any disbursements made or reserves established.

"Award Agreement" means each or any, as the context implies, agreement or instrument entered into by a holder of LTIP Units upon acceptance of an award of LTIP Units under an Equity Incentive Plan.

"Book-Tax Disparities" means, with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for U.S. federal income tax purposes as of such date. A Partner's share of the Partnership's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner's Capital Account balance as maintained pursuant to Exhibit B and the hypothetical balance of such Partner's Capital Account computed as if it had been maintained strictly in accordance with U.S. federal income tax accounting principles.

"Book-Up Target" for each LTIP Unit means the lesser of (i) the Common Unit Economic Balance as determined on the date such LTIP Unit was granted and as reduced (not to less than zero) by allocations of Liquidating Gains pursuant to Section 6.1.E and reallocations of Common Unit Economic Balances to such LTIP Unit as a result of a forfeiture of an LTIP Unit, as determined by the General Partner and (ii) the amount required to be allocated to such LTIP Unit for the Economic Capital Account Balance, to the extent attributable to such LTIP Unit, to be equal to the Common Unit Economic Balance. Notwithstanding the foregoing, the Book-Up Target shall be equal to zero for any LTIP Unit for which the Economic Capital Account Balance attributable to such LTIP Unit has, at any time, reached an amount equal to the Common Unit Economic Balance determined as of such time.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in Glendale, California are authorized or required by law to close.

"Capital Account" means the Capital Account maintained for a Partner pursuant to Exhibit B. The initial Capital Account balance for each Partner who is a Partner on the date hereof shall be the amount set forth opposite such Partner's name on the Partner Registry.

"Capital Account Limitation"has the meaning set forth in Section 4.7.B.

"Capital Contribution" means, with respect to any Partner, any cash, cash equivalents or the Agreed Value of Contributed Property which such Partner contributes or is deemed to contribute to the Partnership.

"Carrying Value" means (i) with respect to a Contributed Property or Adjusted Property, the Section 704(c) Value of such property reduced (but not below zero) by all Depreciation with respect to such Contributed Property or Adjusted Property, as the case may be, charged to the Partners' Capital Accounts and (ii) with respect to any other Partnership property, the adjusted basis of such property for U.S. federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Exhibit B, and to reflect changes, additions (including capital improvements thereto) or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

"Cash Amount" means an amount of cash equal to the Value on the Valuation Date of the Shares Amount.

"Catch-Up Distribution Date" means any Determination Date set forth in the applicable Award Agreement.

"Catch-Up LTIP Units" has the meaning set forth in Section 5.1.D.

"Certificate of Limited Partnership" means the Certificate of Limited Partnership relating to the Partnership filed in the office of the Delaware Secretary of State, as amended by Section 2 below). References from time to time in accordance with the Note Purchase Agreement (including references in terms hereof and the Note Purchase Agreement Act.

"Code" means the Internal Revenue Code of 1986, as amended hereby) and in effect from time to "this Agreement" (and indirect references such time, as "hereunder", "hereby", "herein" and "hereof") interpreted by the applicable regulations thereunder. Any reference herein to a specific

Section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

"Common Partnership Interest" means an ownership interest in the Partnership, other than a Preferred Partnership Interest, and includes any and all benefits to which the holder of such an ownership interest may be references entitled as provided in this Agreement or the Act, together with all obligations of such person to comply with the terms and provisions of this Agreement and the Act. The Common Partnership Interests as of the date of this Agreement include Common Units, LTIP Units, and AO LTIP Units held by any Partner.

"Common Unit" means a fractional, undivided share of the Common Partnership Interests of all Partners issued hereunder that are not designated as being part of any class of Common Partnership Interests other than Common Units. For the avoidance of doubt, LTIP Units and AO LTIP Units shall not be considered to be Common Units.

"Common Share" means any common share of beneficial interest (or other comparable equity interest) of the General Partner Entity.

"Common Unit Economic Balance"means (i) the Capital Account balance of the General Partner, plus the amount of the General Partner's share of any Partner Minimum Gain or Partnership Minimum Gain, in either case to the Note Purchase Agreement extent attributable to the General Partner's ownership of Common Units and computed on a hypothetical basis after taking into account all allocations through the date on which any allocation is made under Section 6.1.E, but prior to the realization of any Liquidating Gains, divided by (ii) the number of the General Partner's Common Units.

"Consent" means the consent or approval of a proposed action by a Partner given in accordance with Article XIV.

"Consent of the Outside Limited Partners" means the Consent of Limited Partners holding Common Units representing more than fifty percent (50%) of the Common Units of all Limited Partners, excluding from both the numerator and the denominator of such fraction any Common Units (i) held by the General Partner or the General Partner Entity; (ii) held by any Person of which the General Partner or the General Partner Entity directly or indirectly owns or controls more than fifty percent (50%) of the voting interests; (iii) held by any Person directly or indirectly owning more than fifty percent (50%) of the outstanding voting interests of the General Partner or the General Partner Entity or that otherwise controls (as such term is used in the definition of Affiliate), directly or indirectly, the General Partner or the General Partner Entity; and (iv) issued upon the conversion of LTIP Units.

"Contributed Property" means each property or other asset contributed to the Partnership, in such form as may be permitted by the Act, but excluding cash contributed or deemed contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Exhibit B, such property shall no longer constitute a Contributed Property for purposes of Exhibit B, but shall be deemed an Adjusted Property for such purposes.

"Conversion Date" has the meaning set forth in Section 4.7.B.

"Conversion Factor" means 1.0; provided that, if the General Partner Entity (i) declares or pays a dividend on its outstanding Shares in Shares or makes a distribution to all holders of its outstanding Shares in Shares and the Partnership does not make a corresponding distribution on Common Units in Common Units, (ii) subdivides its outstanding Shares without the Partnership also so subdividing the outstanding Common Units, or (iii) combines its outstanding Shares into a smaller number of Shares without the Partnership also so combining the outstanding Common Units, the then-applicable Conversion Factor shall be adjusted by multiplying the Conversion Factor by a fraction, the numerator of which shall be the number of Shares issued and outstanding on the record date for such dividend, distribution, subdivision or combination (assuming for such purposes that such dividend, distribution, subdivision or combination has occurred as of such time) and the denominator of which shall be the actual number of Shares (determined without the above assumption) issued and outstanding on the record date for such dividend, distribution, subdivision or combination; and provided further that if an entity shall cease to be the General Partner Entity (the "**Predecessor Entity**") and another entity shall become the General Partner Entity (the "**Successor Entity**"), the Conversion Factor shall be adjusted by multiplying the Conversion Factor by a fraction, the numerator of which is the Value of one Share of the Predecessor Entity, determined as of the date when the Successor Entity becomes the General Partner Entity, and the denominator of which is the Value of one Share of the Successor Entity, determined as of that same date. (For purposes of the second proviso in the preceding sentence, if any shareholders of the Predecessor Entity will receive consideration in connection with the transaction in which the Successor Entity becomes the General Partner Entity, the numerator in the fraction described above for determining the adjustment to the Conversion Factor (that is, the Value of one Share of the Predecessor Entity) shall be the sum of the greatest amount of cash and the fair market value (as determined in good faith by the General Partner) of any securities and other consideration that the holder of one Share in the Predecessor Entity could have received in such transaction (determined without regard to any provisions governing fractional shares).) Any adjustment to the Conversion Factor shall become effective immediately after the effective date of the event retroactive to the record date, if any, for the event giving rise thereto, it being intended that (x) adjustments to the Conversion Factor are to be made to avoid unintended dilution or anti-dilution as a result of transactions in which Shares are issued, redeemed or exchanged without a corresponding issuance, redemption or exchange of Partnership Units and (y) if a Specified Redemption Date shall fall between the record date and the effective date of any event of the type described above, that the Conversion Factor applicable to such redemption shall be adjusted to take into account such event.

"Conversion Notice" has the meaning set forth in Section 4.7.B.

"Conversion Right" has the meaning set forth in Section 4.7.A.

"Convertible Funding Debt" has the meaning set forth in Section 7.5.E.

"Debt" means, as to any Person, as of any date of determination, (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, (ii) all amounts owed by such Person to banks or other Persons in respect of reimbursement obligations under letters of credit, surety bonds and other similar instruments guaranteeing payment or other performance of obligations by such Person, (iii) all indebtedness for borrowed money or for the deferred purchase price of property or services secured by any lien on any property owned by such Person, to the extent attributable to such Person's interest in such property, even though such Person has not assumed or become liable for the payment thereof, and (iv) obligations of such Person incurred in connection with entering into a lease which, in accordance with generally accepted accounting principles, should be capitalized.

"Declaration of Trust" means the Declaration of Trust relating to PSA REIT filed in the State of Maryland, as amended hereby. or restated from time to time.

SECTION 2. "Amendment Depreciation" means, for each fiscal year, an amount equal to the Note Purchase Agreement. The Note Purchase Agreement is hereby amended as follows (the "**Amendment**"):

2.01 Amendment to Section 7. Section 7.1 of the Note Purchase Agreement is hereby amended by deleting the period at the end of clause (f) thereof and replacing such period with "; or", and by adding a new clause (g) thereof, as follows:

"(g) Other Financial Information — notwithstanding anything to the contrary in this Section 7, following the consummation of the Reorganization, if at any time the Company ceases to be a public reporting company, the Company will be permitted to satisfy its obligations U.S. federal income tax depreciation, amortization, or other cost recovery deduction allowable with respect to financial information relating an asset for such year, except that if the Carrying Value of an asset differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Carrying Value as the Company and its Subsidiaries described federal income tax depreciation, amortization, or other cost recovery deduction for such year bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Carrying Value using any reasonable method selected by the General Partner.

"Distribution Participation Date" means, (a) with respect to LTIP Units other than LTIP Units issued upon the conversion of AO LTIP Units, such date as may be specified in Sections 7.1(a) the Award Agreement or other documentation pursuant to which such LTIP Units are issued and (b) by furnishing such financial information relating with respect to LTIP Units issued upon the REIT Entity and its Subsidiaries; conversion of AO LTIP Units, the day after the AO LTIP Conversion Date.

"provided Economic Capital Account Balances that the same is accompanied by consolidating information that explains in reasonable detail any material differences between the information relating to the REIT Entity and its Subsidiaries, on the one hand, and the information relating to the Company and its Subsidiaries on a standalone basis, on the other hand," means, with respect to the applicable consolidated balance sheet LTIP Unitholders and AO LTIP Unitholders, respectively, their Capital Account balances, plus the applicable consolidated income statement." amount of their share of any Partner Minimum Gain or Partnership Minimum Gain, in either case to the extent attributable to their ownership of LTIP Units or AO LTIP Units, as the case may be, and computed on a hypothetical basis after taking into account all allocations through the date on which any allocation is made under Section 6.1.E.

2.02. "Amendment to Section 9.8 Equity Incentive Plan. Section 9.8(c)" means any equity incentive or compensation plan existing as of the Note Purchase is hereby date hereof or hereafter adopted by the Partnership or the General Partner Entity, including, without limitation, the 2021 Equity and Performance-Based Incentive Compensation Plan, as amended by adding from time to time.

"Exchange Act" means the following sentences at Securities Exchange Act of 1934, as amended.

"Extraordinary Transaction" has the end thereof: meaning set forth in Section 11.2.B.

"The Company further agrees that on and after Fiscal Year" means the Reorganization, at all such times as any direct or indirect parent company fiscal year of the Company Partnership, which shall be the calendar year as provided in Section 9.2.

"Forced Conversion" has the meaning set forth in Section 4.7.C.

"Forced Conversion Notice" has the meaning set forth Section 4.7.C.

"Forced Redemption Amount" has the meaning set forth in Section 8.6.F.

"Forced Redemption Right" has the meaning set forth in Section 8.6.F.

"Funding Debt" means the incurrence of any Debt for the purpose of providing funds to the Partnership by or on behalf of the General Partner Entity, or any wholly owned subsidiary of either the General Partner or General Partner Entity.

"General Partner" means PSOP GP, LLC, a Delaware limited liability company, or its successor or permitted assignee, as general partner of the Partnership.

"General Partner Entity" means (a) the General Partner; provided, however, that if (i) the common equity interests of the General Partner are at any time not Publicly Traded and (ii) the common equity interests of an entity that owns, directly or indirectly, fifty percent (50%) or more of the common equity interests of the General Partner are Publicly Traded, the term "General Partner Entity" shall refer to such entity whose common equity interests are Publicly Traded. If both requirements set forth in clauses (i) and (ii) above are not satisfied, then the term "General Partner Entity" shall mean the General Partner. For the avoidance of doubt, of the date of this Agreement, the General Partner Entity is PSA REIT.

"General Partner Interest" means a borrower or guarantor under or Partnership Interest held by the General Partner that is designated as a "General Partner Interest" in Section 4.1 hereof. A General Partner Interest may be expressed as a number of units of a class of Partnership Units.

"General Partner Loss Allocation Percentage" means, with respect to the Principal Bank Facility, General Partner, one minus the Loss Allocation Group Percentage. For example, if the Loss Allocation Group Percentage is 25%, then the General Partner Loss Allocation Percentage will be 75%.

"IRS" means the Internal Revenue Service, which administers the internal revenue laws of the United States.

"Immediate Family" means, with respect to any natural Person, such parent natural Person's spouse, parents, descendants, nephews, nieces, brothers, and sisters.

"Incapacity" or "Incapacitated" means, (i) as to any individual who is a Partner, death, total physical disability or entry by a court of competent jurisdiction adjudicating such Partner incompetent to manage his or her Person or estate, (ii) as to any corporation which is a Partner, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter, (iii) as to any partnership or limited liability company which is a Partner, the dissolution and commencement of winding up of the partnership or limited liability company, (iv) as to any estate which is a Partner, the distribution by the fiduciary of the estate's entire interest in the Partnership, (v) as to any trustee of a trust which is a Partner, the termination of the trust (but not the substitution of a new trustee) or (vi) as to any Partner, the bankruptcy of such Partner. For purposes of this definition, bankruptcy of a Partner shall also be deemed to have occurred when (a) the Partner commences a guarantor voluntary proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law now or hereafter in effect, (b) the Partner is adjudged as bankrupt or insolvent, or a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect has been entered against the Partner, (c) the Partner executes and delivers a general assignment for the benefit of the Partner's creditors, (d) the Partner files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Partner in any proceeding of the nature described in clause (b) above, (e) the Partner seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator for the Partner or for all or any substantial part of the Partner's properties, (f) any proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law now or hereafter in effect has not been dismissed within one hundred twenty (120) days after the commencement thereof, (g) the appointment without the Partner's consent or acquiescence of a trustee, receiver of liquidator has not been vacated or stayed within ninety (90) days of such appointment or (h) an appointment referred to in clause (g) is not vacated within ninety (90) days after the expiration of any such stay.

"Indemnitee" means (i) any Person made, or threatened to be made, a party to a proceeding by reason of its status as (A) the General Partner or the General Partner Entity, (B)a Limited Partner, or (C) a trustee, director or officer of the Partnership, the General Partner or the General Partner Entity and (ii) such other Persons (including Affiliates of the General Partner or the General Partner Entity, a Limited Partner or the Partnership) as the General Partner may designate from time to time (whether before or after the event giving rise to potential liability), in its sole and absolute discretion.

"Initial Sharing Percentage" means, with respect to an LTIP Unit, such percentage as set forth in the applicable Award Agreement or other documentation pursuant to which such LTIP Unit is awarded or, if no such percentage is stated, one hundred percent (100%).

"Limited Partner" means any Person named as a Limited Partner in the Partner Registry or any Substituted Limited Partner or Additional Limited Partner, in such Person's capacity as a Limited Partner in the Partnership.

"Limited Partner Interest" means a Partnership Interest of a Limited Partner in the Partnership representing a fractional part of the Partnership Interests of all Limited Partners and includes any and all benefits to which the holder of such a Partnership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. In A Limited Partner Interest may be expressed as a number of units of a class of Partnership Units. For the avoidance of doubt, LTIP Unit and AO LTIP Units are Limited Partner Interests.

"Liquidating Event" has the meaning set forth in Section 13.1.

"Liquidating Gains" means net gains that are or would be realized in connection with the actual or hypothetical sale of all or substantially all of the assets of the Partnership, including but not limited to net capital gain realized in connection with an adjustment to the value of Partnership assets under Section 704(b) of the Code made pursuant to Section 1.D of Exhibit Bof this Agreement; and "Liquidating Losses" means any net capital loss realized in connection with any such parent company becoming a guarantor, the Company shall provide substantially similar documentation in respect thereof as would be required for any new Subsidiary Guarantor pursuant to Section 9.8(a)."

2.03. Amendment to Section 9.9. Section 9.9 (*REIT Status*) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

"Prior to the Reorganization, the Company shall maintain its status as, and election to be treated as, a REIT. On and after the Reorganization, the REIT Entity shall maintain its status as, and election to be treated as, a REIT."

2.04. Amendments to Schedule A.

(b) Schedule A (*Defined Terms)* of the Note Purchase Agreement is hereby amended by adding the following definitions in alphabetical order to such schedule: event.

"REIT Entity Liquidating Losses" is defined has the meaning set forth in in the definition of Reorganization. "Liquidating Gains" herein.

"Liquidator" has the meaning set forth in Section 13.2.A.

"Reorganization Loss Allocation Amount" means, with respect to any Loss Allocation Partner, the maximum amount that such Partner agrees to contribute to the Partnership.

"Loss Allocation Group Percentage" means, with respect to the Loss Allocation Partners as a group, the percentage determined by dividing (i) the Aggregate Loss Allocation Amount by (ii) losses available to be allocated pursuant to Section 6.1.B(i). For example, if the Aggregate Loss Allocation amount is 10 and the losses available to be allocated pursuant to Section 6.1.B(i) is 40, then the Loss Allocation Group Percentage is 25%.

"Loss Allocation Partner" means any Partner that, by execution of a written instrument with the Partnership or the General Partner, acting on behalf of the Partnership, agrees to make contributions of cash or other property to the Partnership of certain amounts upon specified events. The name, address and Loss Allocation Amount of each Loss Allocation Partner shall be maintained by the General Partner on the books and records of the Partnership.

"LTIP Catch-Up Distribution" has the meaning set forth in Section 5.1.D.

"LTIP Unitholder" means a Partner that holds LTIP Units.

"LTIP Unit" means a Partnership Unit which is designated as an LTIP Unit, which may be issued in one or more series and which has the rights, preferences and other privileges designated in Section 4.6 and Section 4.7 and elsewhere in this Agreement in respect of holders of LTIP Units. The allocation of LTIP Units among the Partners shall be set forth in Exhibit A**,** as it may be amended or restated from time to time. For the avoidance of doubt, a Vested LTIP Unit that has been converted from an AO LTIP Unit is an LTIP Unit, and will be treated as an LTIP Unit effective as of the date of such conversion.

"Mandatory Conversion Transaction" means any transaction pursuant to which the Company elects General Partner Entity or the Partnership is a party (including, without limitation, a merger, consolidation, unit exchange, tender offer for all or substantially all Common Units or other business combination or reorganization, or sale of all or substantially all of the Partnership's assets, but excluding any transaction which constitutes an Adjustment Event), in each case as a result of which Common Units shall be exchanged for or converted into the right, or the holders of Common Units shall otherwise be entitled, to reorganize receive cash, securities or other property or any combination thereof.

"NASDAQ" means the NASDAQ Stock Market or any successor thereto.

“Net Income” means, for any taxable period, the excess, if any, of the Partnership’s items of income and gain for such taxable period over the Partnership’s items of loss and deduction for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with Exhibit B. If an item of income, gain, loss or deduction that has been included in the initial computation of Net Income is subjected to the special allocation rules in Exhibit C, Net Income or the resulting Net Loss, whichever the case may be, shall be recomputed without regard to such item.

“Net Loss” means, for any taxable period, the excess, if any, of the Partnership’s items of loss and deduction for such taxable period over the Partnership’s items of income and gain for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with Exhibit B. If an item of income, gain, loss or deduction that has been included in the initial computation of Net Loss is subjected to the special allocation rules in Exhibit C, Net Loss or the resulting Net Income, whichever the case may be, shall be recomputed without regard to such item.

“New Securities” means (i) any rights, options, warrants or convertible or exchangeable securities having the right to subscribe for or purchase Shares, excluding grants under an Equity Incentive Plan, or (ii) any Debt issued by the General Partner Entity that provides any of the rights described in clause (i).

“Nonrecourse Built-in Gain” means, with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or negative pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 2.1.B of Exhibit C if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

“Nonrecourse Deductions” has the meaning set forth in Regulations Section 1.704-2(b)(1), and the amount of Nonrecourse Deductions for a Fiscal Year shall be determined in accordance with the rules of Regulations Section 1.704-2(c).

“Nonrecourse Liability” has the meaning set forth in Regulations Section 1.752-1(a)(2).

“Notice of Forced Redemption” means a Notice of Forced Redemption substantially in the form of Exhibit H, or by other means as determined by the General Partner and containing the information required by Exhibit H.

“Notice of Redemption” means a Notice of Redemption substantially in the form of Exhibit D, or by other means acceptable to the General Partner and containing the information, representations, warranties and certifications required by Exhibit D.

“NYSE” means the New York Stock Exchange or any successor thereto.

"Operating Entity” has the meaning set forth in Section 7.4.F.

"Original Issuance Date” means the date that a Common Unit was first issued or, in the case of any Common Unit that was issued upon the conversion of an LTIP Unit, the date on which the LTIP Unit(s), or AO LTIP Unit(s) from which the LTIP Units were converted, as applicable, were issued.

“Parent Entity” has the meaning set forth in Section 7.4.F.

“Partner” means the General Partner or a Limited Partner, and “Partners” means the General Partner and the Limited Partners.

“Partner Minimum Gain” means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

“Partner Nonrecourse Debt” has the meaning set forth in Regulations Section 1.704-2(b)(4).

“Partner Nonrecourse Deductions” has the meaning set forth in Regulations Section 1.704-2(i), and the amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Fiscal Year shall be determined in accordance with the rules of Regulations Section 1.704-2(i)(2).

“Partner Registry” means the Partner Registry maintained by the General Partner in the books and records of the Partnership, which contains substantially the same information as would be necessary to complete the form of the Partner Registry attached hereto as Exhibit A.

“Partnership” means the limited partnership formed under the Act upon the terms and conditions set forth in the Original Agreement and continued pursuant to this Agreement, or any successor to such limited partnership.

“Partnership Interest” means a Limited Partner Interest or a General Partner Interest and includes any and all benefits to which the holder of such a Partnership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. A Partnership Interest may be expressed as a number of Partnership Units.

"Partnership Minimum Gain" has the meaning set forth in Regulations Section 1.704-2(b)(2), and the amount of Partnership Minimum Gain, as well as any net increase or decrease in Partnership Minimum Gain, for a Fiscal Year shall be determined in accordance with the rules of Regulations Section 1.704-2(d).

"Partnership Record Date" means the record date established by the General Partner either (i) for the distribution of Available Cash pursuant to Section 5.1 hereof, which record date shall be the same as the record date established by the General Partner Entity for a distribution to its corporate organizational structure shareholders of some or all of its portion of such distribution that it receives, or (ii) if applicable, for determining the Partners entitled to implement vote on or consent to any proposed action for which the consent or approval of the Partners is sought pursuant to Section 14.2 hereof.

"Partnership Unit" means a fractional, undivided share of the Partnership Interests of all Partners in any class or series of Partnership Interests issued pursuant to Sections 4.1 and 4.2, and includes Common Units, LTIP Units, AO LTIP Units, Preferred Units and any other classes or series of Partnership Units established after the date hereof. The number of Partnership Units outstanding and the Percentage Interests of the Partners in any class or series of Partnership Units shall be maintained in the Partner Registry.

"Percentage Interest" means, with respect to a Partner's Percentage Interest in any one class or series of Partnership Units, such Partner's interest in such class, determined by dividing the

Partnership Units of such class owned by such Partner by the total number of Partnership Units of such class then outstanding.

"Person" means a natural person, partnership (whether general or limited), trust, estate, association, corporation, limited liability company, unincorporated organization, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Predecessor Entity" has the meaning set forth in the definition of "Conversion Factor" herein.

"Preferred Partnership Interest" means an "umbrella partnership" ownership interest in the Partnership evidenced by a designated series of Preferred Units, having a preference in payment of distributions or on liquidation as determined by the Partnership for such series of Preferred Units and as set forth in Exhibit J or another exhibit or amendment to this Agreement, as applicable, and includes all benefits to which the holder of such an ownership interest may be entitled as provided in this Agreement or the Act, together with all obligations of such Person to comply with the terms and provisions of this Agreement and the Act.

"Preferred Unit" means a fractional, undivided share of Preferred Partnership Interests of all Partners in the specified series issued hereunder.

"PSA REIT" means Public Storage, a Maryland real estate investment trust structure whereby upon and the consummation sole owner of the transaction, (i) common membership interests of the Company shall become a direct General Partner.

"Publicly Traded" means listed or indirect subsidiary of a REIT whose shares have admitted to trading privileges on the New York Stock Exchange, the NASDAQ Stock Market, any nationally or internationally recognized stock exchange, or any successor to any of the foregoing.

"Qualified Assets" means any of the following assets: (i) Partnership Interests, rights, options, warrants or convertible or exchangeable securities of the Partnership; (ii) Debt issued by the Partnership or any Subsidiary thereof in connection with the incurrence of Funding Debt; (iii) equity interests in Qualified REIT Subsidiaries and limited liability companies whose assets consist solely of Qualified Assets; (iv) up to a one percent (1%) equity interest in any partnership or limited liability company at least ninety-nine percent (99%) of the equity of which is owned, directly or indirectly, by the Partnership; (v) cash held for payment of administrative expenses or pending distribution to security holders of the General Partner or the NYSE American General Partner Entity or any wholly owned Subsidiary thereof or pending contribution to the Partnership; (vi) interests in the General Partner; (vii) minority interests in any Subsidiary of the Partnership that the General Partner or the General Partner Entity holds directly or indirectly to maintain such Subsidiary's status as a partnership for federal income tax purposes or otherwise; (viii) such cash and cash equivalents, bank accounts or similar instruments or accounts as the General Partner deems reasonably necessary, taking into account Section 7.1.C hereof and the requirements necessary for any REIT Partner to qualify as a REIT and for the General Partner and the General Partner Entity to carry out their respective responsibilities contemplated under this Agreement; and (ix) other tangible and intangible assets (A) that, taken as a whole, are de minimis in relation to the net assets of the Partnership and its Subsidiaries, (B) that are held temporarily pending (I) contribution to the Partnership or (II) distribution to interest holders of the General Partner or the General Partner Entity or (C) with

respect to which the General Partner or the General Partner Entity shall have entered into an agreement, or taken other commercially reasonable measures, to provide the Partnership with the full economic benefit, and require the Partnership to assume the full economic burden, of such assets such that the economic effect would be equivalent to ownership of such assets by the Partnership rather than by the General Partner or the General Partner Entity.

"Qualified REIT Subsidiary" means an entity that is a "qualified REIT subsidiary" within the meaning of Section 856(i) of the Code.

"Recapture Income" means any gain recognized by the Partnership (computed without regard to any adjustment pursuant to Section 754 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized either as ordinary income or as "unrecaptured Section 1250 gain" (as defined in Section 1(h)(6) of the Code) because it represents the recapture of depreciation deductions previously taken with respect to such property or asset.

"Redeeming Partner" has the meaning set forth in Section 8.6.A.

"Redemption Amount" means either the Cash Amount or the Shares Amount, as determined by the General Partner, in its sole and absolute discretion. A Redeeming Partner shall have no right, without the General Partner's consent, in its sole and absolute discretion, to receive the Redemption Amount in the form of the Shares Amount.

"Redemption Right" has the meaning set forth in Section 8.6.A.

"Regulations" means the Treasury Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"REIT" means an entity that qualifies as a real estate investment trust under the Code.

"REIT Partner" means the General Partner Entity and/or the General Partner to the extent that such Partner intends to qualify as a REIT.

"REIT Partner Payment" has the meaning set forth in Section 15.14 hereof.

"REIT Requirements" means the requirements for qualification as a REIT under the Code and the Regulations.

"Residual Gain" or "Residual Loss" means any item of gain or loss, as the case may be, of the Partnership recognized for U.S. federal income tax purposes resulting from a sale, exchange or other disposition of Contributed Property or Adjusted Property, to the extent such item of gain or loss is not allocated pursuant to Section (1)(a)(i)(1) or 2.B(1)(a) of Exhibit C to eliminate Book-Tax Disparities.

"Safe Harbor" has the meaning set forth in Section 11.6.F.

"Securities Act" means the Securities Act of 1933, as amended.

"Section 704(c) Value" of any Contributed Property means the fair market value of such property at the time of contribution as determined by the General Partner using such reasonable method of valuation as they may adopt; provided, however, subject to Exhibit B, the General Partner shall, in its sole and absolute discretion, use such method as it deems reasonable and appropriate to allocate the aggregate of the Section 704(c) Value of Contributed Properties in a single or integrated transaction among each separate property on a basis proportional to its fair market values.

"Share" means a share of beneficial interest (or other comparable equity interest) of the General Partner Entity. Shares may be issued in one or more classes or series in accordance with the terms of the Declaration of Trust (or, if PSA REIT is not the General Partner Entity, the organizational documents of the General Partner Entity). If there is more than one class or series of Shares, the term "Shares" shall, as the context requires, be deemed to refer to the class or series of Shares that corresponds to the class or series of Partnership Interests for which the reference to Shares is made. Unless the context expressly requires otherwise, the term "Shares" refers to the Common Shares.

"Shares Amount" means a number of Shares equal to the product of the number of Common Units offered for redemption by a Redeeming Partner multiplied by the Conversion Factor; provided that, if the General Partner Entity issues to holders of Shares securities, rights, options, warrants or convertible or exchangeable securities entitling such holders to subscribe for or purchase Shares or any other securities or property (collectively, the "rights"), then the Shares Amount shall also include such rights that a holder of that number of Shares would be entitled to receive had it initially participated in such issuance unless the Partnership issues corresponding rights to holders of Common Units.

"Specified Forced Redemption Date" means the tenth (10th) Business Day after the Valuation Date or such shorter period as the General Partner, in its sole and absolute discretion may determine.

"Specified Redemption Date" means the tenth (10th) Business Day after the Valuation Date or such shorter period as the General Partner, in its sole and absolute discretion may determine; provided that, if the Shares are not Publicly Traded, the Specified Redemption Date means the thirtieth (30th) Business Day after the Valuation Date or such shorter period as the General Partner, in its sole and absolute discretion, may determine.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, trust, partnership or joint venture, or other entity of which a majority of (i) the voting power of the voting equity securities or (ii) the outstanding equity interests is owned, directly or indirectly, by such Person.

"Surviving Partnership" has the meaning set forth in Section 11.2.B.

"Substituted Limited Partner" means a Person who is admitted as a Limited Partner to the Partnership pursuant to Section 11.4 and who is shown as a Limited Partner in the Partner Registry.

"Successor Entity" has the meaning set forth in the definition of "Conversion Factor" herein.

"Tax Basis Capital Information" has the meaning set forth in Section 10.3.F.

"Tender Offer" has the meaning set forth in Section 11.2.B.

"Unrealized Gain" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (i) the fair market value of such property (as determined under Exhibit B) as of such date, over (ii) the Carrying Value of such property (prior to any adjustment to be made pursuant to Exhibit B) as of such date.

"Unrealized Loss" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (i) the Carrying Value of such property (prior to any adjustment to be made pursuant to Exhibit B) as of such date, over (ii) the fair market value of such property (as determined under Exhibit B) as of such date.

"Unvested LTIP Units" has the meaning set forth in Section 4.6.C.

"Valuation Date" means the date of receipt by the General Partner of a Notice of Redemption or, if such date is not a Business Day, the first Business Day thereafter.

"Value" means, with respect to one Share of a class of outstanding Shares that are Publicly Traded, the average of the daily market price for the ten consecutive trading days immediately preceding the date with respect to which value must be determined. The market price for each such trading day shall be the closing price, regular way, on such day, or if no such sale takes place on such day, the average of the closing bid and asked prices on such day. If the outstanding Shares are Publicly Traded and the Shares Amount includes, in addition to the Shares, rights or interests that a holder of Shares has received or would be entitled to receive, then the Value of such rights shall be determined by the General Partner acting in good faith on the basis of such quotations and other information as it considers, in its reasonable judgment, appropriate. If the Shares are not Publicly Traded, the Value of the Shares Amount per Partnership Unit offered for redemption (which will be the Cash Amount per Common Unit offered for redemption payable pursuant to Section 8.6.A) means the amount that a holder of one such Partnership Unit would receive if each of the assets of the Partnership were to be sold for its fair market value on the Specified Redemption Date, the Partnership were to pay all of its outstanding liabilities, and the remaining proceeds were to be distributed to the Partners in accordance with the terms of this Agreement. Such Value shall be determined by the General Partner, acting in good faith and based upon a commercially reasonable estimate of the amount that would be realized by the Partnership if each asset of the Partnership (and each asset of each partnership, limited liability company, trust, joint venture or other entity in which the Partnership owns a direct or indirect interest) were sold to an unrelated purchaser in an arms' length transaction where neither the purchaser nor the seller were under economic compulsion to enter into the transaction (without regard to any discount in value as a result of the Partnership's minority interest in any property or any illiquidity of the Partnership's interest in any property).

"Vested LTIP Units" has the meaning set forth in Section 4.6.C.

ARTICLE II
ORGANIZATIONAL MATTERS

Section 2.1. Organization

A. Organization, Status and Rights. The NASDAQ Stock Market's National Market System Partnership is a limited partnership organized pursuant to the provisions of the Act and upon the terms and conditions set forth in the Original Agreement, as amended by this Agreement. The Partners hereby confirm and agree to their status as Partners of the Partnership and to continue the business of the Partnership on the terms set forth in this Agreement. Except as expressly provided herein, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Act. The Partnership Interest of each Partner shall be personal property for all purposes.

B. Qualification of Partnership. The Partners (i) agree that if the laws of any jurisdiction in which the Partnership transacts business so require, the appropriate officers or other authorized representatives of the Partnership shall file, or shall cause to be filed, with the appropriate office in that jurisdiction, any documents necessary for the Partnership to qualify to transact business under such laws; and (ii) agree and obligate themselves to execute, acknowledge and cause to be filed for record, in the place or places and manner prescribed by law, any amendments to the Certificate of Limited Partnership as may be required, either by the Act, by the laws of any jurisdiction in which the Partnership transacts business, or by thisAgreement, to reflect changes in the information contained therein or otherwise to comply with the requirements of law for the continuation, preservation and operation of the Partnership as a limited partnership under the Act.

C. Representations. Each Partner represents and warrants that such Partner is duly authorized to execute, deliver and perform its obligations under this Agreement and that the Person, if any, executing this Agreement on behalf of such Partner is duly authorized to do so and that this Agreement is binding on and enforceable against such Partner in accordance with its terms.

Section 2.2. Name

The name of the Partnership is Public Storage OP, L.P. The Partnership's business may be conducted under any other name or names deemed advisable by the General Partner, including the name of the General Partner Entity or any Affiliate thereof. The words "Limited Partnership," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires. The General Partner in its sole and absolute discretion may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3.Registered Office And Agent; Principal Office

The address of the registered office of the Partnership in the State of Delaware shall be located at 251 Little Falls Drive, Wilmington, Delaware 19808, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be Corporation Service Company. The principal office of the Partnership shall be 701 Western Avenue, Glendale, CA 91201, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner deems advisable.

Section 2.4. Term

The term of the Partnership commenced on July 27, 2023, and shall continue until dissolved pursuant to the provisions of Article XIII or as otherwise provided by law.

ARTICLE III
PURPOSE

Section 3.1. Purpose And Business

The purpose and nature of the business to be conducted by the Partnership is (i) to conduct any business that may be lawfully conducted by a limited partnership organized pursuant to the Act; (ii) to enter into any corporation, partnership, joint venture, trust, limited liability company or other similar arrangement to engage in any of the foregoing or the ownership of interests in any entity engaged, directly or indirectly, in any of the foregoing; and (iii) to do anything necessary or incidental to the foregoing; provided, however, that any business shall be limited to and conducted in such a manner as to permit each REIT Partner at all times to be classified as a REIT, unless each REIT Partner, in its sole and absolute discretion has chosen to cease to qualify as a REIT or has chosen not to attempt to qualify as a REIT for any reason or reasons whether or not related to the business conducted by the Partnership. In connection with the foregoing, and without limiting any REIT Partner's right, in its sole and absolute self-discretion, to cease qualifying as a REIT, the Partners acknowledge that the status of each REIT Partner as a REIT inures to the benefit of all the Partners and not solely to the REIT Partners or their Affiliates.

Section 3.2. Powers

The Partnership is empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described herein and for the protection and benefit of the Partnership, including, without limitation, full power and authority, directly or through its ownership interest in other entities, to enter into, perform and carry out contracts of any kind, borrow money and issue evidences of indebtedness, whether or not secured by mortgage, deed of trust, pledge or other lien, acquire, own, manage, improve and develop real property, and lease, sell, transfer and dispose of real property; provided, however, that the Partnership shall not take, or shall refrain from taking, any action which, in the judgment of the General Partner, in its sole and absolute discretion, (i) could adversely affect the ability of any REIT Partner to continue to qualify as a REIT, (ii) could subject any REIT Partner to any taxes under Section 857 or Section 4981 of the Code or (iii) could violate any law or regulation of any governmental body or agency having jurisdiction over either the General Partner or the

General Partner Entity or their securities, unless such action (or inaction) shall have been specifically consented to by the General Partner and, if applicable, the General Partner Entity in writing.

ARTICLE IV
CAPITAL CONTRIBUTIONS AND ISSUANCES OF PARTNERSHIP INTERESTS

Section 4.1. Capital Contributions Of The Partners

Prior to or concurrently with the execution of this Agreement, the Partners have made, or are deemed to have made, the Capital Contributions as set forth in the Partner Registry. On the date hereof, the Partners own Partnership Units in the amounts and classes set forth in the Partner Registry and have Percentage Interests in the Partnership as set forth in the Partner Registry. The number of Partnership Units of each class and series and the Percentage Interest shall be adjusted in the Partner Registry from time to time by the General Partner to the extent necessary to reflect accurately exchanges, redemptions, Capital Contributions, the issuance of additional Partnership Units or similar events having an effect on a Partner's Percentage Interest occurring after the date hereof in accordance with the terms of this Agreement. One thousand (1,000) Common Units held by the General Partner shall be deemed to be the General Partner Interest of the General Partner. All other Partnership Units held by the General Partner shall be deemed to be Limited Partner Interests and shall be held by the General Partner in its capacity as a Limited Partner in the Partnership. Except as provided in Sections 7.5, 10.5, and 13.3 hereof, the Partners shall have no obligation to make any additional Capital Contributions or provide any additional funding to the Partnership (whether in the form of loans, repayments of loans or otherwise). Except as otherwise set forth in Section 13.3 hereof, no Partner shall have any obligation to restore any deficit that may exist in its Capital Account, either upon a liquidation of the Partnership or otherwise, provided that such Capital Account deficit did not arise by reason of distributions knowingly received by such Partner in violation of this Agreement (provided such Partner has knowledge or is given notice, either at the time thereof or thereafter, of such distribution in violation of this Agreement) or applicable law or other actions in violation of this Agreement or applicable law.

Section 4.2. Issuances Of Partnership Interests

A. General. The General Partner is hereby authorized to cause the Partnership from time to time to issue to Partners (including the General Partner and its Affiliates) or other Persons (including, without limitation, in connection with the contribution of property to the Partnership or any of its Subsidiaries) Partnership Units or other Partnership Interests in one or more classes, or in one or more series of any of such classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties, including rights, powers and duties senior to one or more other classes of Partnership Interests, all as shall be determined, subject to applicable Delaware law, by the General Partner in its sole and absolute discretion, including, without limitation, (i) the allocations of items of Partnership income, gain, loss, deduction and credit to each such class or series of Partnership Interests, (ii) the right of each such class or series of Partnership Interests to share in Partnership distributions, (iii) the rights of each such class or series of Partnership Interests upon dissolution and liquidation of the Partnership, (iv) the rights, if any, of each such class to vote on matters that require the vote or Consent of the Limited Partners, and (v) the consideration, if any, to be received by the Partnership in exchange for such Partnership Interests; provided that no such Partnership Units or other Partnership Interests shall be issued to the General Partner Entity or the General Partner unless either (a) the Partnership Interests are issued in connection with the grant, award or issuance of Shares or other equity interests in the General Partner Entity having designations, preferences and other rights such that the economic interests attributable to such Shares or other equity interests are substantially similar to the designations, preferences and other rights (except voting rights) of the Partnership Interests issued to the General Partner Entity in accordance with this Section 4.2.A or (b) the additional Partnership Interests are issued to all Partners holding Partnership Interests in the same class in proportion to their respective Percentage Interests in such class. If the Partnership issues Partnership Interests pursuant to this Section 4.2.A, the General Partner shall make such revisions to this Agreement (including but not limited to the revisions described in Section 5.5, Section 6.2 and Section 8.6) as it deems necessary to reflect the issuance of such Partnership Interests.

B. Classes of Partnership Units. From and after the date of the Agreement, the Partnership shall have such classes of Partnership Units as set forth in the Partner Registry, and such additional classes of Partnership Units as may be created by the General Partner pursuant to Section 4.2.A,with such terms and conditions as set forth in this Agreement, including the Exhibits hereto. Common Units, LTIP Units, AO LTIP Units, Preferred Units, and any class of Partnership Interests created pursuant to Section 4.2.A, at the election of the General Partner, in its sole and absolute discretion, may be issued to existing partners or newly admitted Partners in exchange for the contribution by such Partners of cash, real estate partnership interests, stock, notes or other assets or consideration, including the provision of services to or for the benefit of the Partnership, the General Partner, or the General Partner Entity, or for no consideration. Any Partnership Unit that is not specifically designated by the General Partner as being of a particular class shall be deemed to be a Common Unit.

Section 4.3. No Preemptive Rights

Except to the extent expressly granted by the Partnership pursuant to another agreement, no Person shall have any preemptive, preferential or other similar right with respect to (i) additional

Capital Contributions or loans to the Partnership or (ii) issuance or sale of any Partnership Units or other Partnership Interests.

Section 4.4. Other Contribution Provisions

A. General. If any Partner is admitted to the Partnership and is given a Capital Account in exchange for services rendered to the Partnership, such transaction shall be treated by the Partnership and the affected Partner as if the Partnership had compensated such Partner in cash, and the Partner had made a Capital Contribution of such cash to the capital of the Partnership.

B. Mergers. To the extent the Partnership acquires any property (or an indirect interest therein) by the merger of any other Person into the Partnership or with or into a Subsidiary of the Partnership, Persons who receive Partnership Interests in exchange for their interest in the Person merging into the Partnership or with or into a Subsidiary of the Partnership shall be deemed to have been admitted as Additional Limited Partners pursuant to Section 12.2 and shall be deemed to have made Capital Contributions as provided in the applicable merger agreement (or if not so provided, as determined by the General Partner in its sole and absolute discretion) and as set forth in the Partner Registry.

Section 4.5. No Interest On Capital

No Partner shall be entitled to interest on its Capital Contributions or its Capital Account.

Section 4.6. LTIP Units

A. Issuance of LTIP Units. The General Partner may from time to time issue LTIP Units, in one or more series, to Persons who provide services to or for the benefit of the Partnership, the General Partner Entity, or the General Partner, for such consideration (if any) as the General Partner may determine to be appropriate, or for no consideration, and admit such Persons as Limited Partners. Subject to the following provisions of this Section 4.6,Section 4.7, Section 5.1.C, Section 5.1.D, Section 5.1.E and Section 6.1.E, LTIP Units shall be treated as Common Units, with all of the rights, privileges and obligations attendant thereto. For purposes of computing the Partners' Percentage Interests, holders of LTIP Units shall be treated as Common Unit holders and LTIP Units shall be treated as Common Units. In particular, the Partnership shall maintain at all times a one-to-one correspondence between LTIP Units and Common Units for conversion, distribution and other purposes, including, without limitation, complying with the following procedures.

If an Adjustment Event occurs, then the General Partner shall make a corresponding adjustment to the LTIP Units to maintain a one-for-one conversion and economic equivalence ratio between Common Units and LTIP Units. If more than one Adjustment Event occurs, the adjustment to the LTIP Units need be made only once using a single formula that takes into account each and every Adjustment Event as if all Adjustment Events occurred simultaneously. If the Partnership takes an action affecting the Common Units other than actions specifically defined as "Adjustment Events" and in the opinion of the General Partner such action would require an adjustment to the LTIP Units to maintain the one-to-one correspondence described above, the General Partner shall have the right to make such adjustment to the LTIP Units, to the extent permitted by law and by any applicable Equity Incentive Plan, in such manner and at such time as the General Partner, in its sole discretion, may determine to be appropriate under the circumstances. The Partnership shall send a notice to each LTIP Unitholder setting forth the adjustment to his or her LTIP Units and the effective date of such adjustment.

B. Priority. Subject to the provisions of this Section 4.6,Section 4.7, Section 5.1.C, Section 5.1.D, and Section 5.1.E, the LTIP Units shall rank pari passu with the Common Units as to the payment of regular and special periodic or other distributions and distribution of assets upon liquidation, dissolution or winding up. As to the payment of distributions and as to distribution of assets upon liquidation, dissolution or winding up, any class or series of Partnership Units which by its terms specifies that it shall rank junior to, on a parity with, or senior to the Common Units shall also rank junior to, or pari passu with, or senior to, as the case may be, the LTIP Units.

C. Special Provisions. LTIP Units shall be subject to the following special provisions:

(i) Award Agreements. LTIP Units may, in the sole discretion of the General Partner, be issued subject to vesting, forfeiture and additional restrictions on transfer pursuant to the terms of an Award Agreement. The terms of any Award Agreement may be modified by the General Partner from time to time in its sole discretion, subject to any restrictions on amendment imposed by the relevant Award Agreement or applicable Equity Incentive Plan. LTIP Units that have vested under the terms of an Award Agreement are referred to as **"Vested LTIP Units"**; all other LTIP Units shall be treated as **"Unvested LTIP Units."**

(ii) Repurchase, Forfeiture and Cancellation. Unless otherwise specified in the Award Agreement, upon the occurrence of any event specified in an Award Agreement as resulting in either the right of the Partnership or the General Partner to repurchase LTIP Units at a specified purchase price or some other forfeiture of any LTIP Units, then if the Partnership or the General Partner exercises such right to repurchase or such forfeiture occurs in accordance with the applicable Award Agreement, the relevant LTIP Units shall immediately, and without any further action, be treated as cancelled and no longer outstanding for any purpose. Unless otherwise specified in the Award Agreement, no consideration or other payment shall be due with respect to any LTIP Units that have been forfeited or cancelled, other than any distributions declared with respect to a Partnership Record Date prior to the effective date of the forfeiture or cancellation. In connection with any repurchase, forfeiture or cancellation of LTIP

Units, the balance of the portion of the Capital Account of the LTIP Unitholder that is attributable to all of his or her LTIP Units shall be reduced by the amount, if any, by which it exceeds the target balance contemplated by Section 6.1.E, calculated with respect to the LTIP Unitholder's remaining LTIP Units, if any.

(iii) Allocations.

(a) *Net Gain*. LTIP Unitholders shall be entitled to certain special allocations of gain under Section 6.1.E.

(b) *Other Allocation*s. LTIP Units shall be allocated Net Income and Net Loss, for any taxable year or portion of a taxable year occurring after such issuance and prior to the Distribution Participation Date for such LTIP Units, in amounts per LTIP Unit equal to the amounts allocated per Common Unit for the same period multiplied by the Initial Sharing Percentage for such LTIP Units. Commencing with the portion of the taxable year of the Partnership that begins on the

Distribution Participation Date established for any LTIP Units, such LTIP Units shall be allocated Net Income and Net Loss in amounts per LTIP Unit equal to the amounts allocated per Common Unit and shall be specially allocated Net Income equal to the amount of any LTIP Catch-Up Distribution paid pursuant to Section 5.1.D. The allocations provided by the preceding sentence shall be subject to Section 6.1.B of the Agreement.

(c) *Discretionary Adjustment*s. The General Partner is authorized in its discretion to delay or accelerate the participation of the LTIP Units in allocations of Net Income and Net Loss, or to adjust the allocations made after the Distribution Participation Date, so that the ratio of (i) the total amount of Net Income or Net Loss allocated with respect to each LTIP Unit in the taxable year in which that LTIP Unit's Distribution Participation Date falls, to (ii) the total amount distributed to that LTIP Unit with respect to such period, is equal to such ratio as computed for the Common Units held by the General Partner. In addition, the General Partner may, in its sole discretion, specially allocate net income or gain realized after the date an LTIP Unit was issued by the Partnership to such LTIP Unit to prevent Section 5.1.E from reducing the amount distributed to such LTIP Unit.

(iv) Redemption. The Redemption Right provided to the holders of Common Units under Section 8.6 shall not apply with respect to LTIP Units unless and until they are converted to Common Units as provided in clause (v) below and Section 4.7.

(v) Conversion to Common Units. Vested LTIP Units are eligible to be converted into Common Units in accordance with Section 4.7.

D. Voting. LTIP Unitholders shall (a) have the same voting rights as Limited Partners holding Common Units, with the LTIP Units voting as a single class with the Common Units and having one vote per LTIP Unit; and (b) have the additional voting rights that are expressly set forth below. So long as any LTIP Units remain outstanding, the Partnership shall not, without the affirmative vote of the holders of a majority of the affected class of LTIP Units outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting separately as a class), amend, alter or repeal, whether by merger, consolidation or otherwise, the provisions of this Agreement applicable to LTIP Units so as to materially and adversely affect any right, privilege or voting power of the LTIP Units or the LTIP Unitholders as such, unless such amendment, alteration, or repeal affects equally, ratably and proportionately the rights, privileges and voting powers of all of Common Units (including the Common Units held by the General Partner); but subject, in any event, to the following provisions:

(i) With respect to any Mandatory Conversion Transaction, so long as the LTIP Units are treated in accordance with Section 4.7.F, the consummation of such Mandatory Conversion Transaction shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting powers of the LTIP Units or the LTIP Unitholders as such; and

(ii) Any creation or issuance of any Partnership Units or of any class or series of Partnership Interest in accordance with the terms of this Agreement, including, without limitation, additional Common Units or LTIP Units, whether ranking senior to, junior to, or on a parity with the LTIP Units with respect to distributions and the distribution of assets upon liquidation, dissolution or

winding up, shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting powers of the LTIP Units or the LTIP Unitholders as such.

The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required will be effected, all outstanding LTIP Units shall have been converted into Common Units.

E. Transfers. Subject to the terms of any Award Agreement or as otherwise provided herein, an LTIP Unitholder shall be entitled to transfer his or her LTIP Units to the same extent, and subject to the same restrictions as holders of Common Units are entitled to transfer their Common Units pursuant to Article XI.

Section 4.7. Conversion of LTIP Units

A. Conversion Right. An LTIP Unitholder shall have the right (the **"Conversion Right"**), at such holder's option, at any time to convert all or a portion of such holder's Vested LTIP Units into fully paid and non-assessable Common Units; provided, however, that an LTIP Unitholder may not exercise the Conversion Right for fewer than two hundred (200) Vested LTIP Units or, if such LTIP Unitholder holds fewer than two hundred (200) Vested LTIP Units, all of the Vested LTIP Units held by such LTIP Unitholder. LTIP Unitholders shall not have the right to convert Unvested LTIP Units into Common Units until such LTIP Units become Vested LTIP Units; provided, however, that when an LTIP Unitholder is notified of the expected occurrence of an event that will cause such LTIP Unitholder's Unvested LTIP Units to become Vested LTIP Units, such LTIP Unitholder may give the Partnership a Conversion Notice conditioned upon and effective as of the time of vesting and such Conversion Notice, unless subsequently revoked by the LTIP Unitholder, shall be accepted by the Partnership subject to such condition. In all cases, the conversion of any LTIP Units into Common Units shall be subject to the conditions and procedures set forth in this Section 4.7.

B. Exercise by an LTIP Unitholder. A holder of Vested LTIP Units may convert such LTIP Units into an equal number of fully paid and non-assessable Common Units, giving effect to all adjustments (if any) made pursuant to Section 4.6. Notwithstanding the foregoing, in no event may a holder of Vested LTIP Units convert a number of Vested LTIP Units that exceeds (x) the Economic Capital Account Balance of such Limited Partner, to the extent attributable to its ownership of LTIP Units, *divided by* (y) the Common Unit Economic Balance, in each case as determined as of the effective date of conversion (the "**Capital Account Limitation**"). In order to exercise its Conversion Right, an LTIP Unitholder shall deliver a notice (a "**Conversion Notice**") in the form attached as Exhibit Fto this Agreement to the Partnership (with a copy to the General Partner), or by other means acceptable to the General Partner and containing the information, representations, warranties and certifications required by Exhibit F, not less than ten (10) nor more than sixty (60) days prior to a date (the "**Conversion Date**")specified in such Conversion Notice; provided, however, that if the General Partner has not given to the LTIP Unitholders notice of a proposed or upcoming Mandatory Conversion Transaction at least thirty (30) days prior to the effective date of such Mandatory Conversion Transaction, then LTIP Unitholders shall have the right to deliver a Conversion Notice until the earlier of (x) the tenth day after such notice from the General Partner of a Mandatory Conversion Transaction or (y) the third Business Day immediately preceding the effective date of such Mandatory Conversion Transaction. A Conversion Notice shall be provided in the manner provided in Section 15.1. Notwithstanding anything herein to the contrary, an LTIP Unitholder deliver a Notice of Redemption pursuant to Section 8.6 relating to those Common Units that will be issued to such LTIP Unitholder upon conversion of such LTIP Units into Common Units in advance of the Conversion Date; provided, however, that the redemption of such Common Units by the Partnership shall in no event take place until after the Conversion Date. For clarity, it is noted that the objective of this paragraph is to put an LTIP Unitholder in a position where, if such LTIP Unitholder so wishes, the Common Units into which such LTIP Unitholder's Vested LTIP Units will be converted can be redeemed by the Partnership simultaneously with such conversion, with the further consequence that, if the General Partner elects to assume and perform the Partnership's redemption obligation with respect to such Common Units under Section 8.6 by delivering to such LTIP Unitholder Shares rather than cash, then such LTIP Unitholder can have such Shares issued to it simultaneously with the conversion of such Unitholder's Vested LTIP Units into Common Units. The General Partner and LTIP Unitholder shall reasonably cooperate with each other to coordinate the timing of the events described in the foregoing sentence. Each LTIP Unitholder covenants and agrees with the Partnership that all Vested LTIP Units to be converted pursuant to this Section 4.7.B shall be free and clear of all liens and encumbrances.

C. Forced Conversion. The Partnership, at any time at the election of the General Partner, may cause any number of Vested LTIP Units held by an LTIP Unitholder to be converted (a "**Forced Conversion**") into an equal number of fully paid and non-assessable Common Units, giving effect to all adjustments (if any) made pursuant to Section 4.6; provided, however, that the Partnership may not cause a Forced Conversion of any LTIP Units that would not at the time be eligible for conversion at the option of such LTIP Unitholder pursuant to Section 4.7.B . In order to exercise its right of Forced Conversion, the Partnership shall deliver a notice (a "**Forced Conversion Notice**") in the form attached as Exhibit Gto this Agreement, or by other means as determined by the General Partner and containing the information required by Exhibit G, to the applicable LTIP Unitholder not less than ten (10) nor more than sixty (60) days prior to the Conversion Date specified in such Forced Conversion Notice. A Forced Conversion Notice shall be provided in the manner provided in Section 15.1.

D. Completion of Conversion. A conversion of Vested LTIP Units pursuant to this Section 4.7 shall occur automatically after the close of business on the applicable Conversion Date without any action on the part of such LTIP Unitholder, as of which time such LTIP Unitholder shall be credited on the books and records of the Partnership with the issuance as of the opening of business on the next day of the number of Common Units issuable upon such conversion. After the conversion of LTIP Units as aforesaid, the Partnership shall deliver to such LTIP Unitholder, upon his or her written request, a certificate of the General Partner certifying the number of Common Units and remaining LTIP Units, if any, held by such person immediately after such conversion. The Assignee of any Limited Partner pursuant to Article XI may exercise the rights of such Limited Partner pursuant to this Section 4.7 and such Limited Partner shall be bound by the exercise of such rights by the Assignee.

E. Impact of Conversions for Purposes of Section 6.1.E. For purposes of making future allocations under Section 6.1.E following any conversion of LTIP Units and for purposes of Section 6.1.E and applying the Capital Account Limitation, the portion of the Economic Capital Account Balance of the applicable LTIP Unitholder that is treated as attributable to his or her LTIP Units shall be reduced, as of the date of conversion, by the product of the number of LTIP Units received upon conversion and the Common Unit Economic Balance.

F. Mandatory Conversion Transactions.

(i) Mandatory Conversion. If the Partnership or the General Partner Entity shall be a party to any Mandatory Conversion Transaction, then the General Partner shall, immediately prior to the Mandatory Conversion Transaction, exercise its right to cause a Forced Conversion with respect to the maximum number of LTIP Units then eligible for conversion, taking into account any allocations that occur in connection with the Mandatory Conversion Transaction or that would occur in connection with the Mandatory Conversion Transaction if the assets of the Partnership were sold at the Mandatory Conversion Transaction price or, if applicable, at a value determined by the General Partner in good faith using the value attributed to the Partnership Units in the context of the Mandatory Conversion Transaction (in which case the Conversion Date shall be the effective date of the Mandatory Conversion Transaction).

(ii) Consideration. In anticipation of such Forced Conversion and the consummation of the Mandatory Conversion Transaction, the Partnership shall use commercially reasonable efforts to cause each LTIP Unitholder to be afforded the right to receive, in connection with such Mandatory Conversion Transaction, in consideration for the Common Units into which such LTIP Unitholder's LTIP Units will be converted the same kind and amount of cash, securities and other property (or any combination thereof) receivable upon the consummation of such Mandatory Conversion Transaction by a holder of the same number of Common Units.

(iii) Elective Consideration. In the event that holders of Common Units have the opportunity to elect the form or type of consideration to be received upon consummation of the Mandatory Conversion Transaction, prior to such Mandatory Conversion Transaction the General Partner shall give prompt written notice to each LTIP Unitholder of such opportunity, and shall use commercially reasonable efforts to afford the LTIP Unitholders the right to elect, by written notice to the General Partner, the form or type of consideration to be received upon conversion of each LTIP Unit (if then convertible pursuant to this Section 4.7) held by such LTIP Unitholder into Common Units in connection with such Mandatory Conversion Transaction. If an LTIP Unitholder fails to make such an election, such LTIP Unitholder (and any of its transferees) shall receive upon conversion of each LTIP Unit then convertible pursuant to this Section 4.7 and held by such LTIP Unitholder (or by any of its transferees) the same kind and amount of consideration that a holder of a Common Unit would receive if such Common Unit holder failed to make such an election.

(iv) Preservation of Rights. Subject to the rights of the Partnership and the General Partner under any Award Agreement and any applicable Equity Incentive Plan, to the extent any LTIP Units are then outstanding, the Partnership shall use commercially reasonable efforts to cause the terms of any Mandatory Conversion Transaction to be consistent with the provisions of this Section 4.7.F and to enter into an agreement with the successor or purchasing entity, as the case may be, for the benefit of any LTIP Unitholders whose LTIP Units are not then convertible into Common Units in connection with the Mandatory Conversion Transaction that will (i) contain provisions enabling the holders of LTIP Units that remain outstanding after such Mandatory Conversion Transaction to convert their LTIP Units into securities as comparable as reasonably possible under the circumstances to the Common Units and (ii) preserve as far as reasonably possible under the circumstances the distribution, special allocation, conversion, and other rights set forth in this Agreement for the benefit of the LTIP Unitholders.

Section 4.8. Issuance of AO LTIP Units; Profits Interest Treatment Intended for LTIP Units and AO LTIP Units.

The Partnership shall be authorized to issue Partnership Units of a series designated as "AO LTIP Units." AO LTIP Units shall have the terms set forth in Exhibit I attached hereto and made part hereof. LTIP Units and AO LTIP Units are intended to qualify as "profits interests" under Revenue Procedure 93-27, 1993-2 C.B. 343 (June 9, 1993) and Revenue Procedure 2001-43, 2001-2 C.B. 191 (August 3, 2001), and this Section 4.8 shall be interpreted and applied consistently therewith. The General Partner at its discretion may (but shall not be required to) amend this Agreement, including Exhibit I as reasonably necessary or appropriate to ensure that any LTIP Units or AO LTIP Units will qualify as "profits interests" under Revenue Procedure 93-27, 1993-2 C.B. 343 (June 9, 1993) and Revenue Procedure 2001-43, 2001-2 C.B. 191 (August 3, 2001) (and any other similar rulings or regulations that may be in effect at such time).

Section 4.9. Negative Capital Accounts

A. Except as provided in the next sentence and Section 4.9.B, no Partner shall be liable to the Partnership or to any other Partner for any deficit or negative balance which may exist in such Partner's Capital Account. If any Loss Allocation Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, allocations and adjustments to Capital Accounts for all periods), each such Loss Allocation Partner shall contribute to the capital of the Partnership an amount equal to its respective deficit balance; such obligation to be satisfied by the end of the fiscal year of liquidation (or, if later, within ninety (90) days following the liquidation and dissolution of the Partnership). Such contributions shall be used to make payments to creditors of the Partnership and such Loss Allocation Partners (i) shall not be subrogated to the rights of any such creditor against the General Partner, the Partnership, another Partner or any person related thereto, and (ii) hereby waive any right to reimbursement, contribution or similar right to which such Loss Allocation Partners might otherwise be entitled as a result of the performance of its obligations under this Agreement.

B. Except as otherwise agreed in writing by the General Partner and an Loss Allocation Partner, notwithstanding any other provision of this Agreement, a Loss Allocation Partner shall cease to be a Loss Allocation Partner for purposes of this Section 4.9 upon an exchange or other disposition by such Loss Allocation Partner of all remaining Common Units twelve (12) months after the date of such exchange or other disposition by such Loss Allocation Partner unless at the time of, or during the twelve (12) month period following, such exchange, there has been:

(i) An entry of a decree or order for relief in respect of the Partnership by a court having jurisdiction over a substantial part of the Partnership's assets, or the appointment of a receiver, liquidator, Assignee, custodian, trustee, sequestrator (or other similar official) of the Partnership or of any substantial part of its property, or ordering the winding up or liquidation of the Partnership's affairs, in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; or

(ii) The commencement against the Partnership of an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; or

(iii) The commencement by the Partnership of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the entry of an order for relief in an involuntary case under any such law or the consent by it to the appointment of or taking possession by a receiver, liquidator, Assignee, custodian, trustee, sequestrator (or other similar official) of the Partnership or of any substantial part of its property, or the making by it of a general assignment for the benefit of creditors, or the failure of the Partnership generally to pay its debts as such debts become due or the taking of any action in furtherance of any of the foregoing; provided that, after the passage of such twelve (12) months, the Loss Allocation Partner shall cease to be a Loss Allocation Partner, at the first time, if any, that all of the conditions set forth in (1) through (3) above are no longer in existence.

ARTICLE V
DISTRIBUTIONS

Section 5.1. Requirement And Characterization Of Distributions

A. General. The General Partner shall cause the Partnership to distribute at least quarterly an amount equal to one hundred percent (100%) of any Available Cash with respect to such quarter or shorter period to the Partners in accordance with the terms established for the class or classes of Partnership Interests held by such Partners who are Partners on the respective Partnership Record Date with respect to such quarter or shorter period as provided in Section 5.1.B, 5.1.C and 5.1.D and in accordance with the respective terms established for each class of Partnership Interest, or such lesser amount or different distribution period as determined by the General Partner in its sole discretion. Notwithstanding anything to the contrary contained herein, in no event may a Partner receive a distribution of Available Cash with respect to a Partnership Unit for a quarter or shorter period if such Partner is entitled to receive a distribution with respect to a Share for which such Partnership Unit has been redeemed or exchanged. Unless otherwise expressly provided for herein, or in the terms established for a new class or series of Partnership Interests created in accordance with Article IV hereof, no Partnership Interest shall be entitled to a distribution in preference to any other Partnership Interest. The General Partner shall make such reasonable efforts, as determined by it in its sole and absolute discretion and consistent with the qualification of each REIT Partner as a REIT, to distribute Available Cash to each REIT Partner (a) so as to preclude any such distribution or portion thereof from being treated as part of a sale of property to the Partnership under Section 707 of the Code or the Regulations thereunder; provided, that, the General Partner and the Partnership shall not have liability under any circumstances as a result of any distribution being so treated, and (b) in an amount sufficient to enable each REIT Partner to make distributions to its shareholders that will enable each REIT Partner to (1) satisfy the REIT Requirements, and (2) avoid any federal income or excise tax liability.

B. Method.

(i) Each holder of a class of Partnership Interests that is entitled to any preference in distribution shall be entitled to a distribution in accordance with the rights of any such class of Partnership Interests (and, within such class, pro rata in proportion to the respective Percentage Interests of each holder in such class on such Partnership Record Date); and

(ii) To the extent there is Available Cash remaining after the payment of any preference in distribution in accordance with the foregoing clause (i), with respect to any classes of Partnership Interests that are not entitled to any preference in distribution, such Available Cash shall be distributed to each such class in accordance with the terms of such class (and, within each such class, pro rata in proportion to the respective Percentage Interests of each holder in such class on such Partnership Record Date).

C. Distributions With Respect to LTIP Units.

(i) *Regular Quarterly Distributions*. Commencing from the Distribution Participation Date established for any LTIP Units, for any quarterly or other period holders of such LTIP Units shall be entitled to receive, if, when and as authorized by the General Partner out of funds legally available for the payment of distributions, regular cash distributions in an amount per LTIP Unit equal to the product of (i) the distribution payable on each Common Unit for the corresponding quarterly or other period, multiplied by (ii) the Initial Sharing Percentage (which may be zero) for such LTIP Units.

(ii) *Special, Non-Liquidating Distributions*. In addition, from and after the Distribution Participation Date, LTIP Units shall be entitled to receive, if, when and as authorized by the General Partner out of funds or other property legally available for the payment of distributions, non-liquidating special, extraordinary or other distributions in an amount per unit equal to the product of (i) the distribution payable on each Common Unit for the corresponding quarterly or other period, multiplied by (ii) the Initial Sharing Percentage (which may be zero) for such LTIP Units.

(iii) *Liquidating Distributions Limited to Positive Capital Account Balanc*e. LTIP Units shall also be entitled to receive, if, when and as authorized by the General Partner out of funds or other property legally available for the payment of distributions, distributions representing proceeds of a sale or other disposition of all or substantially all of the assets of the Partnership in an amount per unit equal to the amount of any such distributions payable on the Common Units, whether made prior to, on or after the Distribution Participation Date, provided that the amount of such distributions shall not exceed the positive balances of the Capital Accounts of the holders of such LTIP Units to the extent attributable to the ownership of such LTIP Units.

D. LTIP Catch-Up Distributions.

(i) Following the Catch-Up Distribution Date with respect to one or more LTIP Units (the "**Catch-Up LTIP Units**"), the holder of the Catch-Up LTIP Units will be entitled to receive a catch-up distribution with respect to the Catch-Up LTIP Units equal to the difference, if any, of the total distributions paid per Common Unit from the Distribution Participation Date through the Catch-Up Distribution Date with respect to such Catch-Up LTIPs, over the aggregate distributions paid pursuant to Section 5.1.C with respect to such Catch-Up LTIP Units and any LTIP Unit that was issued pursuant to the same Award Agreement as the Catch-Up LTIP Units but was

forfeited on or before the Catch-Up Distribution Date (the "**LTIP Catch-Up Distribution**"); provided, however, that such amount shall not exceed either (x) the amount of non-liquidating cash distributions per unit that were paid on the Common Units on or after the Distribution Participation Date or (y) an amount that, together with all other LTIP Catch-Up Distributions made to such holder on the same date with respect to such holder's other LTIP Units, exceeds the positive balance of the Capital Account of such holder with respect to its LTIP Units.

(ii) The LTIP Catch-Up Distribution, if any, for any Catch-Up LTIP Unit will be payable on the first quarterly distribution payment date of the Partnership on or after the Catch-Up Distribution Date for such LTIP Unit if and when authorized by the General Partner out of funds legally available for the payment of distributions; provided that, to the extent not otherwise prohibited by the terms of any class of Partnership Interests entitled to any preference in distribution and authorized by the General Partner out of funds legally available for the payment of distributions, such LTIP Catch-Up Distributions may be paid prior to such date.

(iii) On or after the Catch-Up Distribution Date with respect to an LTIP Unit, no distributions (other than in Common Units, LTIP Units or other Partnership Interests ranking on par with or junior to such units as to distributions and upon liquidation, dissolution or winding up of the affairs of the Partnership) shall be paid on the Common Units, the LTIP Units or any other Partnership Interests ranking junior to or on a parity with such LTIP Unit as to distributions for any period (other than LTIP Catch-Up Distributions with respect to LTIP Units that had an earlier Distribution Participation Date) unless the full amount of any LTIP Catch-Up Distribution due with respect to such LTIP Unit have been paid or contemporaneously are paid.

E. LTIP Units Intended to Qualify as Profits Interests. Distributions made pursuant to this Section 5.1 shall be adjusted as necessary to ensure that the amount apportioned to each LTIP Unit does not exceed the amount attributable to items of Partnership income or gain realized after the date such LTIP Unit was issued by the Partnership. If distributions are reduced in accordance with the preceding sentence for a taxable year due to insufficient net income or gain for such year, distributions shall be made up in subsequent taxable years when there is sufficient net income or gain. The intent of this Section 5.1.E is to ensure that any LTIP Units issued after the date of this Agreement qualify as "profits interests" under Revenue Procedure 93-27, 1993-2 C.B. 343 (June 9, 1993) and Revenue Procedure 2001-43, 2001-2 C.B. 191 (August 3, 2001), and this Section 5.1 shall be interpreted and applied consistently therewith. The General Partner at its discretion may amend this Section 5.1.E to ensure that any LTIP Units granted after the date of this Agreement will qualify as "profits interests" under Revenue Procedure 93-27, 1993-2 C.B. 343 (June 9, 1993) and Revenue Procedure 200—-43, 2001-2 C.B. 191 (August 3, 2001) (and any other similar rulings or Regulations that may be in effect at such time).

F. Liquidation Value Safe Harbor. The Partnership is authorized and directed to elect the liquidation value safe harbor provided by proposed Regulations Section 1.83-3(l) (and any successor provision) and IRS Notice 2005-43, and the Partnership and each of the Partners (including any Person to whom an interest in the Partnership is transferred in connection with the performance of its services) agree to comply with all requirements of such safe harbor with respect to all interests in the Partnership eligible for such safe harbor that are transferred in connection with the performance of services while such election remains effective.

Section 5.2. Distributions in Kind

The General Partner may determine, in its sole and absolute discretion, to make a distribution in kind of Partnership assets to the holders of Partnership Interests, and such assets shall be distributed in such a fashion as to ensure that the fair market value is distributed and allocated in the same manner as a cash distribution in accordance with Articles V, VI, and XIII hereof.

Section 5.3. Amounts Withheld

All amounts withheld pursuant to the Code or any provisions of any state or local tax law and Section 10.5 with respect to any allocation, payment or distribution to the General Partner, the Limited Partners or Assignees shall be treated as amounts distributed to the General Partner, Limited Partners or Assignees, as the case may be, pursuant to Section 5.1 for all purposes under this Agreement.

Section 5.4. Distributions Upon Liquidation

Proceeds from a Liquidating Event shall be distributed to the Partners in accordance with Section 13.2.

Section 5.5. Revisions To Reflect Issuance Of Partnership Interests

If the Partnership issues Partnership Interests pursuant to Article IV hereof, the General Partner shall make such revisions to this Article V and the Partner Registry in the books and records of the Partnership as it deems necessary to reflect the issuance of such additional Partnership Interests without the consent or approval of any other Partner.

ARTICLE VI
ALLOCATIONS

Section 6.1. Allocations For Capital Account Purposes

For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Exhibit B) shall be allocated among the Partners in each taxable year (or portion thereof) as provided herein below.

A. Net Income. After giving effect to the special allocations set forth in Section 1 of Exhibit C of this Agreement, Net Income shall be allocated:

(i) first, to the General Partner to the extent that Net Losses previously allocated the General Partner pursuant to Section 6.1.B(iv)(b) exceed Net Income previously allocated to the General Partner pursuant to this clause (i);

(ii) second, to each Loss Allocation Partner until the cumulative Net Income allocated such Loss Allocation Partner under this clause (ii) equals the cumulative Net Losses allocated such Loss Allocation Partner under Section 6.1.B(iv)(a) (and, among the Loss Allocation Partners, pro rata in proportion to their respective percentages of the cumulative Net Losses allocated to all Loss Allocation Partners pursuant to Section 6.1.B(iv)(a) hereof);

(iii) third, to the holders of any Partnership Interests that are entitled to any preference upon liquidation until the cumulative Net Income allocated under this clause (iii) equals the cumulative Net Losses allocated to such Partners under Section 6.1.B(iii);

(iv) fourth, to the holders of any Partnership Interests that are entitled to any preference in distribution in accordance with the rights of any other class of Partnership Interests until each such Partnership Interest has been allocated, on a cumulative basis pursuant to this clause (iv), Net Income equal to the amount of distributions payable that are attributable to the preference of such class of Partnership Interests whether or not paid (and, within such class, pro rata in proportion to the respective Percentage Interests as of the last day of the period for which such allocation is being made); and

(v) finally, with respect to Partnership Interests that are not entitled to any preference in distribution or with respect to which distributions are not limited to any preference in distribution, pro rata to each such class in accordance with the terms of such class (and, within such class, pro rata in proportion to the respective Percentage Interests as of the last day of the period for which such allocation is being made).

B. Net Losses. After giving effect to the special allocations set forth in Section 1 of Exhibit C, Net Losses shall be allocated:

(i) first, to the holders of Partnership Interests, in proportion to, and to the extent that, their share of the Net Income previously allocated pursuant to Section 6.1.A(v) exceeds, on a cumulative basis, the sum of (a) distributions with respect to such Partnership Interests pursuant to clause (ii) of Section 5.1.B and (b) Net Losses allocated under this clause (i);

(ii) second, with respect to classes of Partnership Interests that are not entitled to any preference in distribution upon liquidation, pro rata to each such class in accordance with the terms of such class (and, within such class, pro rata in proportion to the respective Percentage Interests as of the last day of the period for which such allocation is being made); provided that Net Losses shall not be allocated to any Partner pursuant to this Section 6.1.B(ii) to the extent that such allocation would cause such Partner to have an Adjusted Capital Account Deficit (or increase any existing Adjusted Capital Account Deficit) (determined in each case (a) by not including in the Partners' Adjusted Capital Accounts any amount that a Partner is obligated to contribute to the Partnership with respect to any deficit in its Capital Account pursuant to Section 13.3 and (b) in the case of a Partner who also holds classes of Partnership Interests that are entitled to any preferences in distribution upon liquidation, by subtracting from such Partners' Adjusted Capital Account the amount of such preferred distribution to be made upon liquidation) at the end of such taxable year (or portion thereof);

(iii) third, with respect to classes of Partnership Interests that are entitled to any preference in distribution upon liquidation, in reverse order of the priorities of each such class (and within each such class, pro rata in proportion to their respective Percentage Interests as of the last day of the period for which such allocation is being made); provided that Net Losses shall not be

allocated to any Partner pursuant to this Section 6.1.B(iii) to the extent that such allocation would cause such Partner to have an Adjusted Capital Account Deficit (or increase any existing Adjusted Capital Account Deficit) (determined in each case by not including in the Partners' Adjusted Capital Accounts any amount that a Partner is obligated to contribute to the Partnership with respect to any deficit in its Capital Account pursuant to Section 13.3) at the end of such taxable year (or portion thereof);

(iv) fourth, (a) to the Loss Allocation Partners and the General Partner, in proportion to the Loss Allocation Group Percentage and the General Partner Loss Allocation Percentage, respectively, until the Loss Allocation Partners shall have been allocated cumulative Net Losses pursuant to this Section 6.1.B(iv)(a) equal to the Aggregate Loss Allocation Amount, with the allocation of Net Losses among the Loss Allocation Partners pursuant to this Section 6.1.B(iv)(a) to be made in accordance with their respective Loss Allocation Amounts; and (b) thereafter, to the General Partner.

This Section 6.1.B together with Section 6.1.A shall control notwithstanding any reallocation or adjustment of taxable income, loss or other items by the IRS or any other taxing authority; provided, however, that neither the Partnership nor the General Partner (nor any of their respective affiliates) is required to indemnify any Loss Allocation Partner (or its affiliates) for the loss of any tax benefit resulting from any reallocation or adjustment of taxable income, loss or other items by the IRS or other taxing authority.

C. Allocation of Nonrecourse Debt. For purposes of Regulation Section 1.752-3(a), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (i) the amount of Partnership Minimum Gain and (ii) the total amount of Nonrecourse Built-in Gain shall be allocated by the General Partner, in its sole and absolute discretion, in any manner permitted under Code Section 752 and the Regulations thereunder.

D. Recapture Income. Any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible after taking into account other required allocations of gain pursuant to Exhibit C, be characterized as Recapture Income in the same proportions and to the same extent as such Partners have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

E. Special Allocations Regarding LTIP Units. Notwithstanding the provisions of Section 6.1.A, Liquidating Gains shall first be allocated to the LTIP Unitholders until their Economic Capital Account Balances, to the extent attributable to their ownership of LTIP Units, are equal to (i) the Common Unit Economic Balance, multiplied by (ii) the number of their LTIP Units, provided, however, that no such Liquidating Gains will be allocated with respect to any particular LTIP Unit unless and to the extent that such Liquidating Gains, when aggregated with other Liquidating Gains realized since the issuance of such LTIP Unit, exceed Liquidating Losses realized since the issuance of such LTIP Unit. After giving effect to the special allocations set forth in Section 1 of Exhibit Chereto, and notwithstanding the provisions of Section 6.1.A and Section 6.1.B above, in the event that, due to distributions with respect to Common Units in which the LTIP Units do not participate or otherwise, the Economic Capital Account Balance of any present or LTIP Unitholder, to the extent attributable to the LTIP Unitholder's ownership of LTIP Units, exceeds the target balance specified above, then Liquidating Losses shall be allocated to such LTIP Unitholder to the extent

necessary to reduce or eliminate the disparity. In the event that Liquidating Gains or Liquidating Losses are allocated under this Section 6.1.E, Net Income allocable under Section 6.1.A(5) and any Net Losses shall be recomputed without regard to the Liquidating Gains or Liquidating Losses so allocated. Any such allocations shall be made among the LTIP Unitholders in the following order:

(1) first, to Vested LTIP Units that have been converted from AO LTIP Units,

(2) second, to Vested LTIP Units held for more than two years,

(3) third, to Vested LTIP Units held for two years or less,

(4) fourth, to Unvested LTIP Units that have remaining vesting conditions that only require continued employment or service to the Partnership, the General Partner, the General Partner Entity or an Affiliate of either for a certain period of time (with such Liquidating Gains being attributed in order of vesting from soonest vesting to latest vesting), and

(5) fifth, to other Unvested LTIP Units (with such Liquidating Gains being attributed in order of issuance from earliest issued to latest issued).

The parties agree that the intent of this Section 6.1.E is to make the Capital Account balance associated with each LTIP Unit to be economically equivalent to the Capital Account balance associated with the General Partner's Common Units (on a per-Unit basis, other than differences resulting from the allocation of Net Income and Net Loss allocated to such LTIP Units in excess of distributions paid with respect to such LTIP Units), provided that Liquidating Gains are of a sufficient magnitude to do so upon a sale of all or substantially all of the assets of the Partnership, or upon an adjustment to the Partners' Capital Accounts pursuant to Section 1.D of Exhibit B**.** To the extent the LTIP Unitholders receive a distribution in excess of their Capital Accounts, such distribution will be a guaranteed payment under Section 707(c) of the Code.

F. Special Allocations with Respect to AO LTIP Units. The principles of Section 6.1.E shall apply in respect of allocation of Liquidating Gains and Liquidating Losses to unvested AO LTIP Units as if they were unvested LTIP Units, until the Economic Capital Account Balance per AO LTIP Unit is, as nearly as possible, equal to the product of (x) the number of Common Units into which such AO LTIP Unit is convertible (as if such AO LTIP Unit were vested), and (y) the Common Unit Economic Balance, applying correlative changes to the Book-Up Target for this purpose. The parties agree that the intent of this Section 6.1.F is to make the Capital Account balance associated with each AO LTIP Unit economically equivalent to the Common Unit Economic Balance (on an "as converted" basis), but only if the Partnership has recognized cumulative net gains with respect to its assets since the issuance of the relevant AO LTIP Unit, and to achieve the economic result consistent with Exhibit I**.**

Section 6.2. Revisions To Allocations To Reflect Issuance Of Partnership Interests

If the Partnership issues Partnership Interests to the General Partner or any Additional Limited Partner pursuant to Article IV hereof, the General Partner shall make such revisions to this Article VI and the Partner Registry in the books and records of the Partnership as it deems necessary to reflect the terms of the issuance of such Partnership Interests, including making preferential allocations to classes of Partnership Interests that are entitled thereto. Such revisions shall not require the consent or approval of any other Partner.

ARTICLE VII
MANAGEMENT AND OPERATIONS OF BUSINESS

Section 7.1. Management

A. Powers of General Partner. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership are and shall be exclusively vested in the General Partner, and no Limited Partner shall have any right to participate in or exercise control or management power over the business and affairs of the Partnership. The General Partner may not be removed by the Limited Partners with or without cause. In addition to the powers now or hereafter granted a general partner of a limited partnership under applicable law or which are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to the terms of this Agreement, shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business of the Partnership, to exercise all powers set forth in Section 3.2 and to effectuate the purposes set forth in Section 3.1, including, without limitation:

(i) the making of any expenditures, the lending or borrowing of money (including, without limitation, making prepayments on loans and borrowing money to permit the Partnership to make distributions to its Partners in such amounts as are required under Section 5.1.A or will permit each REIT Partner (so long as such REIT Partner intends to qualify as a REIT) to avoid the payment of any U.S. federal income tax (including, for this purpose, any excise tax pursuant to Section 4981 of the Code) and to make distributions to its shareholders sufficient to permit each REIT Partner to maintain its REIT status), the assumption or guarantee of, or other contracting for, indebtedness and other liabilities including, without limitation, the assumption or guarantee of the debt of the General Partner Entity, its Subsidiaries or the Partnership's Subsidiaries, the issuance of evidences of indebtedness (including the securing of same by mortgage, deed of trust or other lien or encumbrance on the Partnership's assets) and the incurring of any obligations the General Partner deems necessary for the conduct of the activities of the Partnership;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership (including acquisition of any new assets, the exercise or grant of any conversion, option, privilege or subscription right or other right available in connection with any assets at any time held by the Partnership) or the merger or other combination of the Partnership or any Subsidiary with or into another entity on such terms as the General Partner deems proper;

(iv) the use of the assets of the Partnership (including, without limitation, cash on hand) for any purpose consistent with the terms of this Agreement and on any terms it sees fit, including, without limitation, the financing of the conduct of the operations of the General Partner,

the Partnership or any of the Partnership's Subsidiaries, the lending of funds to other Persons (including, without limitation, the General Partner, its Subsidiaries and the Partnership's Subsidiaries) and the repayment of obligations of the Partnership and its Subsidiaries and any other Person in which the Partnership has an equity investment and the making of capital contributions to, and equity investments in, its Subsidiaries;

(v) the management, operation, leasing, landscaping, repair, alteration, demolition or improvement of any real property or improvements owned by the Partnership or any Subsidiary of the Partnership or any Person in which the Partnership has made a direct or indirect equity investment;

(vi) the negotiation, execution, and performance of any contracts, conveyances or other instruments that the General Partner considers useful or necessary to the conduct of the Partnership's operations or the implementation of the General Partner's powers under this Agreement, including contracting with contractors, developers, consultants, accountants, legal counsel, other professional advisors and other agents and the payment of their expenses and compensation out of the Partnership's assets;

(vii) the mortgage, pledge, encumbrance or hypothecation of any assets of the Partnership;

(viii) the distribution of Partnership cash or other Partnership assets in accordance with this Agreement;

(ix) the holding, managing, investing and reinvesting of cash and other assets of the Partnership;

(x) the collection and receipt of revenues and income of the Partnership;

(xi) the selection, designation of powers, authority and duties and the dismissal of employees of the Partnership (including, without limitation, employees having titles such as "president," "vice president," "secretary" and "treasurer") and agents, outside attorneys, accountants, consultants and contractors of the Partnership and the determination of their compensation and other terms of employment or hiring;

(xii) the maintenance of such insurance for the benefit of the Partnership and the Partners as it deems necessary or appropriate;

(xiii) the formation of, or acquisition of an interest (including non-voting interests in entities controlled by Affiliates of the Partnership or third parties) in, and the contribution of property to, any further limited or general partnerships, joint ventures, limited liability companies or other relationships that it deems desirable (including, without limitation, the acquisition of interests in, and the contributions of funds or property to, or making of loans to, its Subsidiaries and any other Person in which it has an equity investment from time to time, or the incurrence of indebtedness on behalf of such Persons or the guarantee of the obligations of such Persons); provided that, as long as any REIT Partner has determined to continue to qualify as a REIT, the Partnership may not engage

in any such formation, acquisition or contribution that would cause such REIT Partner to fail to qualify as a REIT;

(xiv) the control of any matters affecting the rights and obligations of the Partnership, including the settlement, compromise, submission to arbitration or any other form of dispute resolution or abandonment of any claim, cause of action, liability, debt or damages due or owing to or from the Partnership, the commencement or defense of suits, legal proceedings, administrative proceedings, arbitrations or other forms of dispute resolution, the representation of the Partnership in all suits or legal proceedings, administrative proceedings, arbitrations or other forms of dispute resolution, the incurring of legal expense and the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xv) the determination of the fair market value of any Partnership property distributed in kind, using such reasonable method of valuation as the General Partner may adopt;

(xvi) the exercise, directly or indirectly, through any attorney-in-fact acting under a general or limited power of attorney, of any right, including the right to vote, appurtenant to any assets or investment held by the Partnership;

(xvii) the exercise of any of the powers of the General Partner enumerated in this Agreement on behalf of or in connection with any Subsidiary of the Partnership or any other Person in which the Partnership has a direct or indirect interest, individually or jointly with any such Subsidiary or other Person;

(xviii) the exercise of any of the powers of the General Partner enumerated in this Agreement on behalf of any Person in which the Partnership does not have any interest pursuant to contractual or other arrangements with such Person;

(xix) the making, executing and delivering of any and all deeds, leases, notes, deeds to secure debt, mortgages, deeds of trust, security agreements, conveyances, contracts, guarantees, warranties, indemnities, waivers, releases or other legal instruments or agreements in writing necessary or appropriate in the judgment of the General Partner for the accomplishment of any of the powers of the General Partner enumerated in this Agreement;

(xx) the distribution of cash to acquire Partnership Units held by a Limited Partner in connection with a Limited Partner's exercise of its Redemption Right under Section 8.6;

(xxi) the determination regarding whether a payment to a Partner who exercises its Redemption Right under Section 8.6 that is assumed by the General Partner Entity will be paid in the form of the Cash Amount or the Shares Amount, except as such determination may be limited by Section 8.6.

(xxii) the acquisition of Partnership Interests in exchange for cash, debt instruments and other property;

(xxiii) the maintenance of the Partner Registry in the books and records of the Partnership to reflect the Capital Contributions and Percentage Interests of the Partners as the same are adjusted from time to time to the extent necessary to reflect redemptions, Capital Contributions, the issuance of Partnership Units, the admission of any Additional Limited Partner or any Substituted Limited Partner or otherwise; and

(xxiv) the registration of any class of securities of the Partnership under the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended, and the listing of any debt securities of the Partnership on any exchange.

B. Insurance. At all times from and after the date hereof, the General Partner may cause the Partnership to obtain and maintain (i) casualty, liability and other insurance on the properties of the Partnership and (ii) liability insurance for the Indemnitees hereunder and (iii) such other insurance as the General Partner, in its sole and absolute discretion, determines to be necessary.

C. Working Capital and Other Reserves. At all times from and after the date hereof, the General Partner may cause the Partnership to establish and maintain working capital reserves in such amounts as the General Partner, in its sole and absolute discretion, deems appropriate and reasonable from time to time, including upon liquidation of the Partnership under Article XIII.

Section 7.2. Certificate of Limited Partnership

The General Partner has previously filed the Certificate of Limited Partnership with the Secretary of State of Delaware. To the extent that such action is determined by the General Partner to be reasonable and necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all the things to maintain the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) under the laws of the State of Delaware and each other state, the District of Columbia or other jurisdiction in which the Partnership may elect to do business or own property. The General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership or any amendment thereto to any Limited Partner. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents as may be reasonable and necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and any other state, the District of Columbia or other jurisdiction in which the Partnership may elect to do business or own property.

Section 7.3. Title to Partnership Assets

Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partners, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner or one or more nominees, as the General Partner may determine, including Affiliates of the General Partner. The General Partner hereby declares and warrants that any Partnership assets for which legal title is held in the name of the General Partner or any nominee or Affiliate of the General Partner shall be held by the General Partner for the use and benefit of the Partnership in accordance with the provisions of this Agreement. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which legal title to such Partnership assets is held.

Section 7.4. Reimbursement of the General Partner and General Partner Entity

A. No Compensation. Except as provided in this Section 7.4 and elsewhere in this Agreement (including Section 10.3.E and the provisions of Articles V and VI regarding distributions, payments and allocations to which it may be entitled), the General Partner shall not receive payments from the Partnership or otherwise be compensated for its services as the general partner of the Partnership.

B. Responsibilityfor Partnership and General Partner and General Partner Entity Expenses. The Partnership shall be responsible for and shall pay all expenses relating to the Partnership's organization, the ownership of its assets and its operations. The General Partner and the General Partner Entity shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine in its sole and absolute discretion, for all expenses the General Partner or the General Partner Entity incurs relating to or resulting from the ownership and operation of, or for the benefit of, the Partnership (including, without limitation, (i) expenses relating to the ownership of interests in and operation of the Partnership, (ii) compensation of the officers and employees including, without limitation, payments under any stock option or incentive plan that provides for stock units, or other phantom stock, pursuant to which employees will receive payments based upon dividends on or the value of Shares, (iii) auditing expenses, (iv) director fees and expenses of the General Partner Entity, (v) all costs and expenses of being a public company, including costs of filings with the Securities and Exchange Commission, reports and other distributions to its shareholders, and (vi) all costs and expenses associated with litigation involving the General Partner and the General Partner Entity, the Partnership or any Subsidiary); provided that (i) the amount of any such reimbursement shall be reduced by (x) any interest earned by the General Partner with respect to bank accounts or other instruments or accounts held by it on behalf of the Partnership as permitted in Section 7.5.A (which interest is considered to belong to the Partnership and shall be paid over to the Partnership to the extent not applied to reimburse the General Partner for expenses hereunder); and (y) any amount derived by the General Partner from any investments permitted in Section 7.5.A; (ii) if any REIT Partner qualifies as a REIT, the Partnership shall not be responsible for any taxes that such REIT Partner would not have been required to pay if that entity qualified as a REIT for U.S. federal income tax purposes or any taxes imposed on such REIT Partner by reason of that entity's failure to distribute to its shareholders an amount equal to its taxable income; (iii) the Partnership shall not be responsible for expenses or liabilities incurred by the General Partner or General Partner Entity in connection with any business or assets of the General Partner or General Partner Entity other than its ownership of Partnership Interests or operation of the business of the Partnership or ownership of interests in Qualified Assets to the extent permitted in Section 7.5.A; and (iv) the Partnership shall not be responsible for any expenses or liabilities of the General Partner that are excluded from the scope of the indemnification provisions of Section 7.7.A by reason of the provisions of clause (i), (ii) or (iii) thereof. The General Partner shall determine in good faith the amount of expenses incurred by it or the General Partner Entity related to the ownership of Partnership Interests or operation of, or for the benefit of, the Partnership. If certain expenses are incurred that are related both to the ownership of Partnership Interests or operation of, or for the benefit of, the Partnership and to the ownership of other assets (other than Qualified Assets as permitted under Section 7.7.A) or the operation of other businesses, such expenses will be allocated to the Partnership and such other entities (including the General Partner and General Partner Entity) owning such other assets or businesses in such a manner as the General Partner in its sole and absolute discretion deems fair and reasonable. Such reimbursements shall be in addition to any reimbursement to the General Partner and the General Partner Entity pursuant to Section 10.3.C and as a result of indemnification pursuant to Section 7.7. All payments and reimbursements hereunder shall be characterized for U.S. federal income tax purposes as expenses of the Partnership incurred on its behalf, and not as expenses of the General Partner or General Partner Entity.

C. Issuance Expenses. The General Partner and the General Partner Entity shall also be reimbursed for all expenses incurred relating to any issuance of Partnership Interests, Shares, Debt of the Partnership, Funding Debt or rights, options, warrants, derivative securities or convertible or exchangeable securities pursuant to Article IV (including, without limitation, all costs, expenses, settlement payments, damages and other payments resulting from or arising in connection with litigation related to any of the foregoing), all of which expenses are considered by the Partners to constitute expenses of, and for the benefit of, the Partnership.

D. Repurchases of Shares. If the General Partner Entity exercises its rights under the Declaration of Trust to purchase Shares or other equity interests or otherwise elects or is required to purchase from its shareholders Shares in connection with a share repurchase or similar program or otherwise (including in connection with the application of any clawback program maintained by the General Partner Entity), or for the purpose of delivering such Shares or other equity interests to satisfy an obligation under any dividend reinvestment or equity purchase program adopted by the General Partner Entity, any employee equity purchase plan adopted by the General Partner Entity or any similar obligation or arrangement undertaken by the General Partner Entity in the future, or pursuant to a net share settlement election under a forward sale contract, the purchase price paid by the General Partner Entity for those Shares and any other expenses incurred by the General Partner Entity in connection with such purchase shall be considered expenses of the Partnership and shall be reimbursable to the General Partner Entity, subject to the conditions that: (i) if those Shares or other equity interests subsequently are to be sold by the General Partner Entity, the General Partner Entity shall pay to the Partnership any proceeds received by the General Partner Entity for those Shares (provided that a transfer of Shares for Common Units pursuant to Section 8.6 would not be considered a sale for such purposes); and (ii) if such Shares or other equity interests are cancelled or are not retransferred by the General Partner Entity within thirty (30) days after the purchase thereof, the General Partner Entity shall cause the Partnership to cancel (A) in the case of Shares, a number of Common Units (rounded to the nearest whole Common Unit) held by the General Partner Entity equal to the product attained by multiplying the number of those Shares by a fraction, the numerator of which is one and the denominator of which is the Conversion Factor and (B) in the case of other equity interests, a number of Partnership Units of the class corresponding to such equity interest.

E. Reimbursement not a Distribution. Except as set forth in the succeeding sentence, if and to the extent any reimbursement made pursuant to this Section 7.4 is determined for U.S. federal income tax purposes not to constitute a payment of expenses of the Partnership, the amount so determined shall constitute a guaranteed payment with respect to capital within the meaning of Section 707(c) of the Code, shall be treated consistently therewith by the Partnership and all Partners and shall not be treated as a distribution for purposes of computing the Partners' Capital Accounts. Amounts deemed paid by the Partnership to the General Partner in connection with redemption of Partnership Units pursuant to Section 7.5.B shall be treated as a distribution for purposes of computing the Partner's Capital Accounts.

F. Funding for Certain Capital Transactions. In the event that the General Partner Entity shall undertake to acquire (whether by merger, consolidation, purchase, or otherwise) the assets or equity interests of another Person and such acquisition shall require the payment of cash by the General Partner Entity (whether to such Person or to any other selling party or parties in such transaction or to one or more creditors, if any, of such Person or such selling party or parties), (i) the Partnership shall advance to the General Partner Entity or the General Partner the cash required to consummate such acquisition if, and to the extent that, such cash is not to be obtained by the General Partner Entity through an issuance of Shares described in Section 4.2 or pursuant to a transaction described in Section 7.5.B, (ii) the General Partner Entity shall, upon consummation of such acquisition, transfer to the Partnership (or cause to be transferred to the Partnership), in full and complete satisfaction of such advance and as required by Section 7.5, the assets or equity interests of such Person acquired by the General Partner Entity in such acquisition (or equity interests in Persons owning all of such assets or equity interests), and (iii) pursuant to and in accordance with Section 4.2 and Section 7.5.B, the Partnership shall issue to the General Partner Entity Partnership Interests and/or rights, options, warrants or convertible or exchangeable securities of the Partnership having designations, preferences and other rights that are substantially the same as those of any additional Shares, other equity securities, New Securities and/or Convertible Funding Debt, as the case may be, issued by the General Partner Entity in connection with such acquisition (whether issued directly to participants in the acquisition transaction or to third parties in order to obtain cash to complete the acquisition). In addition to, and without limiting the foregoing, in the event that the General Partner Entity engages in a transaction in which (x) the General Partner Entity (or a wholly owned direct or indirect Subsidiary of the General Partner Entity) merges with another entity (referred to as the "**Parent Entity**") and (ii) that is organized in the REIT "UPREIT form" (i.e., where the Parent Entity shall own holds substantially all of its assets and conduct conducts substantially all of its operations through a limited partnership, limited liability company or other registered entity treated as an entity disregarded from the Parent Entity or as a partnership for U.S. federal income tax purposes (referred to as an "**Operating Entity**")) and the General Partner Entity survives such merger, (y) such Operating Entity merges with or is otherwise acquired by the Partnership in exchange in whole or in part for Partnership Interests, and (z) the General Partner Entity is required or elects to pay part of the consideration in connection with such merger involving the Parent Entity in the form of cash and part of the consideration in the form of Shares, the Partnership shall distribute to the General Partner Entity with respect to its existing Partnership Interest an amount of cash sufficient to complete such transaction and the General Partner shall cause the Partnership to cancel a number of Partnership Units (rounded to the nearest whole number) held by the General Partner Entity following the transaction described in clause (y) above equal to the product attained by multiplying the number of additional Shares that the General Partner Entity would have issued to the Parent Entity or the owners of the Parent Entity in such transaction if the entire consideration therefor were to have been paid in Shares by a fraction, the numerator of which is one and the denominator of which is the Conversion Factor.

Section 7.5. Outside Activities of the General Partner Entity; Relationship of Shares to Partnership Units; Funding Debt

A. General. Without the Consent of the Outside Limited Partners, the General Partner and the General Partner Entity shall not, directly or indirectly, enter into or conduct any business organization (or other than in connection with the ownership, acquisition and disposition of Partnership Interests as General Partner or Limited Partner and the management of the business of the General Partner and the Partnership and such activities as are incidental thereto, including the offering, sale or issuance of shares, bonds, securities or other interests and financing or refinancing of any Subsidiary thereof) type related to the Partnership or its assets or activities. Without the Consent of the Outside Limited Partners, the assets of the General Partner and the General Partner Entity shall be limited to Partnership Interests and interests in the General Partner and permitted debt obligations of the Partnership (as contemplated by Section 7.5.E), so that Shares and Partnership Units are completely fungible except as otherwise specifically provided herein; provided that the General Partner and the General Partner Entity shall be permitted to hold such bank accounts or similar instruments or accounts in its name as it deems necessary to carry out its responsibilities and purposes as contemplated under this Agreement and its organizational documents (provided that accounts held on behalf of the Partnership to permit the General Partner or the General Partner Entity to carry out its responsibilities under this Agreement shall be considered to belong to the Partnership and the interest earned thereon shall, subject to Section 7.4.B, be applied for the benefit of the Partnership); and, provided further that, the General Partner and the General Partner Entity shall be permitted to acquire and own Qualified Assets.

B. Repurchase of Shares and Other Securities. If the General Partner Entity exercises its rights under the Declaration of Trust to purchase Shares or otherwise elects to purchase from the holders thereof Shares, other equity securities of the General Partner Entity, New Securities or

Convertible Funding Debt, then the General Partner shall cause the Partnership to purchase from the General Partner Entity (i) in the case of a purchase of Shares, that number of Partnership Units of the appropriate class equal to the product obtained by multiplying the number of Shares purchased by the General Partner Entity times a fraction, the numerator of which is one and the denominator of which is the Conversion Factor, or (ii) in the case of the purchase of any other securities on the same terms and for the same aggregate price that the General Partner Entity purchased such securities.

C. Equity Incentive Plan. If, at any time or from time to time, the General Partner Entity sells or otherwise issues Shares pursuant to any Equity Incentive Plan, the General Partner Entity shall transfer or cause to be transferred the proceeds of the sale of such Shares, if any, to the Partnership as an additional Capital Contribution and the Partnership shall issue to the General Partner Entity an amount of additional Common Units equal to the number of Shares so sold or issued divided by the Conversion Factor. If the Partnership or the General Partner Entity acquires Shares as a result of the forfeiture of such Shares under any Equity Incentive Plan, then the General Partner shall cause the Partnership to cancel, without payment of any consideration to the General Partner, that number of Partnership Units of the appropriate class equal to the number of Shares so acquired (divided by the Conversion Factor if appropriate), and, if the Partnership acquired such Shares, it shall transfer such Shares to the General Partner for cancellation.

D. Issuances of Shares and Other Securities. The General Partner shall not grant, award, or issue any additional Shares (other than Shares issued pursuant to Section 8.6 hereof or pursuant to a general partnership) under dividend or distribution (including any share split) of Shares to all of its shareholders that results in

an adjustment to the laws Conversion Factor pursuant to clause (i), (ii) or (iii) of the definition thereof), other equity securities of the General Partner, New Securities or Convertible Funding Debt unless (i) the General Partner shall cause, pursuant to Section 4.2.A hereof, the Partnership to issue to the General Partner, Partnership Interests or rights, options, warrants or convertible or exchangeable securities of the Partnership having designations, preferences and other rights, all such that the economic interests are substantially the same as those of such additional Shares, other equity securities, New Securities or Convertible Funding Debt, as the case may be, and (ii) the General Partner transfers to the Partnership, as an additional Capital Contribution, the proceeds (if any) from the grant, award, or issuance of such additional Shares, other equity securities, New Securities or Convertible Funding Debt, as the case may be (or, in the case of an acquisition described in Section 7.4.F in which all or a portion of the cash required to consummate such acquisition is to be obtained by the General Partner Entity through an issuance of Shares described in Section 4.2, the General Partner Entity complies with such Section 7.4.F), or from the exercise of rights contained in such additional Shares, other equity securities, New Securities or Convertible Funding Debt, as the case may be. Without limiting the foregoing, the General Partner is expressly authorized to issue additional Shares, other equity securities, New Securities or Convertible Funding Debt, as the case may be, for less than fair market value, and the General Partner is expressly authorized, pursuant to Section 4.2.A hereof, to cause the Partnership to issue to the General Partner corresponding Partnership Interests, (for example, and not by way of limitation, (x) the issuance of Shares and corresponding Partnership Units pursuant to a share purchase plan providing for purchases of Shares, either by employees or shareholders, at a discount from fair market value or pursuant to employee share options that have an exercise price that is less than the fair market value of the Shares, either at the time of issuance or at the time of exercise or (y) the issuance of Shares pursuant to any net share settlement election by the General Partner Entity in accordance with a forward sale contract) as long as (a) the General Partner concludes in good faith that such issuance is in the interests of the General Partner and the Partnership and (b) the General Partner Entity transfers all proceeds from any such issuance or exercise to the Partnership as an additional Capital Contribution.

E. Funding Debt. The General Partner or the General Partner Entity or any wholly owned Subsidiary of either of them may incur a Funding Debt, including, without limitation, a Funding Debt that is convertible into Shares or otherwise constitutes a class of New Securities ("**Convertible Funding Debt**"), subject to the condition that the General Partner, the General Partner Entity or such Subsidiary, as the case may be, lend to the Partnership the net proceeds of such Funding Debt; provided that Convertible Funding Debt shall be issued in accordance with the provisions of Section 7.5.D above; and, provided further that the General Partner, the General Partner Entity or such Subsidiary shall not be obligated to lend the net proceeds of any state Funding Debt to the Partnership in a manner that would be inconsistent with any REIT Partner's ability to remain qualified as a REIT. If the General Partner, General Partner Entity or such Subsidiary enters into any Funding Debt, the loan to the Partnership shall be on comparable terms and conditions, including interest rate, repayment schedule, costs and expenses and other financial terms, as are applicable with respect to or incurred in connection with such Funding Debt.

F. Capital Contributions of the United States General Partner or General Partner Entity. The Capital Contributions by the General Partner Entity pursuant to Sections 7.5.D and Section 7.5.E will be deemed to equal the cash contributed by the General Partner Entity plus (a) in the case of cash contributions funded by an offering of any equity interests in or other securities of the General

Partner Entity, the offering costs attributable to the cash contributed to the Partnership to the extent not reimbursed pursuant to Section 7.4.C, and (b) in the case of Partnership Units issued pursuant to Section 7.5.C, an amount equal to the difference between the Value of the Shares sold pursuant to any Equity Incentive Plan and the net proceeds of such sale.

G. Tax Loans. The General Partner or the District General Partner Entity may in its sole and absolute discretion, cause the Partnership to make an interest free loan to the General Partner or the General Partner Entity, as applicable, provided that the proceeds of Columbia such loans are used to satisfy any tax liabilities of which the REIT General Partner or the General Partner Entity, (or as applicable.

Section 7.6. Transactions With Affiliates

A. Transactions with Certain Affiliates. Except as expressly permitted by this Agreement with respect to any non-arms' length transaction with an Affiliate, the Partnership shall not, directly or indirectly, sell, transfer or convey any property to, or purchase any property from, or borrow funds from, or lend funds to, any Partner or any Affiliate of the Partnership that is not also a Wholly Owned Subsidiary of the REIT Entity) Partnership, except pursuant to transactions that are determined in good faith by the General Partner to be on terms that are fair and reasonable and no less favorable to the Partnership than would be obtained from an unaffiliated third party.

B. Conflict Avoidance. The General Partner is expressly authorized to enter into, in the general partner, manager, name and on behalf of the Partnership, a non-competition arrangement and other conflict avoidance agreements with various Affiliates of the Partnership and General Partner on such terms as the General Partner, in its sole and absolute discretion, believes are advisable.

C. Benefit Plans Sponsored by the Partnership. The General Partner in its sole and absolute discretion and without the approval of the Limited Partners, may propose and adopt on behalf of the Partnership employee benefit plans funded by the Partnership for the benefit of employees of the General Partner, the Partnership, Subsidiaries of the Partnership or managing member, any Affiliate of any of them.

Section 7.7. Indemnification

A. General. The Partnership shall indemnify each Indemnitee to the fullest extent provided by the Act from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including, without limitation, attorneys fees and other legal fees and expenses), judgments, fines, settlements and other amounts arising from or in connection with any and all claims, demands, subpoenas, requests for information, formal or informal investigations, actions, suits or proceedings, whether civil, criminal, administrative or investigative, incurred by the Indemnitee and relating to the Partnership, the General Partner or the General Partner Entity or the direct or indirect operation of, or the direct or indirect ownership of property by, the Indemnitee, Partnership, the General Partner or the General Partner Entity as applicable. set forth in this Agreement in which any such Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, unless it is established by a final determination of a court of competent jurisdiction that: (i) the act or omission of the Indemnitee was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty, (ii) the Indemnitee actually received an improper personal benefit in money, property or services or (iii) in the case of

SECTION 3. any criminal proceeding, the Indemnitee had reasonable cause to believe that the act or omission was unlawful. Without limitation, the foregoing indemnity shall extend to any liability of any Indemnitee, pursuant to a loan guarantee, contractual obligation for any indebtedness or other obligation or otherwise, for any indebtedness of the Partnership or any Subsidiary of the Partnership (including, without limitation, any indebtedness which the Partnership or any Subsidiary of the Partnership has assumed or taken subject to), and the General Partner is hereby authorized and empowered, on behalf of the Partnership, to enter into one or more indemnity agreements consistent with the provisions of this Effectiveness Section 7.7 in favor of any Indemnitee having or potentially having liability for any such indebtedness. The termination of any proceeding by judgment, order or settlement does not create a presumption that the Indemnitee did not meet the requisite standard of conduct set forth in this Section 7.7.A. The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Indemnitee acted in a manner contrary to that specified in this Section 7.7.A with respect to the subject matter of such proceeding. Any indemnification pursuant to this Section 7.7 shall be made only out of the assets of the Partnership, and any insurance proceeds from the liability policy covering the General Partner and any Indemnitee, and neither the General Partner nor any Limited Partner shall have any obligation to contribute to the capital of the Partnership or otherwise provide funds to enable the Partnership to fund its obligations under this Section 7.7.

B. Reimbursement of Expenses. To the fullest extent permitted by law, reasonable expenses expected to be incurred by an Indemnitee shall be paid or reimbursed by the Partnership in advance of the final disposition of any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative made or threatened against an Indemnitee upon receipt by the Partnership of (i) a written affirmation by the Indemnitee of the Indemnitee's good faith belief that the standard of conduct necessary for indemnification by the Partnership as authorized in this Section 7.7.A has been met and (ii) a written undertaking by or on behalf of the Indemnitee to repay the amount if it shall ultimately be determined that the standard of conduct has not been met.

C. No Limitation of Rights. The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee or any other Person may be entitled under any agreement, pursuant to any vote of the Partners, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in such capacity unless otherwise provided in a written agreement pursuant to which such Indemnitee is indemnified.

D. Insurance. The Partnership may purchase and maintain insurance on behalf of the Indemnitees and such other Persons as the General Partner shall determine against any liability that may be asserted against or expenses that may be incurred by such Person in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such Indemnitee or Person against such liability under the provisions of this Agreement.

E. No Personal Liability for Limited Partners. In no event may an Indemnitee subject any of the Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

F. Interested Transactions. An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with

respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

G. Benefit. The provisions of this Section 7.7 are for the benefit of the Indemnitees, their employees, officers, directors, trustees, heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons. Any amendment, modification or repeal of this Section 7.7, or any provision hereof, shall be prospective only and shall not in any way affect the limitation on the Partnership's liability to any Indemnitee under this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or related to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

H. Indemnification Payments Not Distributions. If and to the extent any payments to the General Partner pursuant to this Section 7.7 constitute gross income to the General Partner (as opposed to the repayment of advances made on behalf of the Partnership), such amounts shall constitute guaranteed payments within the meaning of Section 707(c) of the Code, shall be treated consistently therewith by the Partnership and all Partners, and shall not be treated as distributions for purposes of computing the Partners' Capital Accounts.

I. Exception to Indemnification. Notwithstanding anything to the contrary in this Agreement, the General Partner shall not be entitled to indemnification hereunder for any loss, claim, damage, liability or expense for which the General Partner is obligated to indemnify the Partnership under any other agreement between the General Partner and the Partnership.

Section 7.8. Liability of the General Partner and its Affiliates

A. General. Notwithstanding anything to the contrary set forth in this Agreement, to the fullest extent permitted by law, (i) each of the General Partner, the General Partner Entity, and their respective officers, directors, members and managers, and any other Indemnitee, is acting for the benefit of not only the Partnership and the Partners, but also the shareholders, collectively, of the General Partner Entity; (ii) in the event of a conflict between the interests of the Partnership or any Partner, on the one hand, and the separate interests of the General Partner Entity or its shareholders, on the other hand, the General Partner, the General Partner Entity, and their respective officers, directors, members and managers, and any other Indemnitees, are under no obligation and have no duty (fiduciary or otherwise) not to give priority to the separate interests of the General Partner Entity or the shareholders of the General Partner Entity, and may give priority to the separate interests of the General Partner Entity or the shareholders of the General Partner Entity, in a manner that is adverse to the Partnership and its Partners, and any action or failure to act on the part of the General Partner, the General Partner Entity, or their respective officers and directors, or any other Indemnitees, that gives priority to the separate interests of the General Partner Entity or the shareholders of the General Partner Entity, does not violate any duty hereunder or otherwise owed by the General Partner, the General Partner Entity, or their respective officers, directors, members or managers, or any other Indemnitees, to the Partnership and/or the Partners or any other Person bound by this Agreement; and (iii) none of the General Partner Entity, the General Partner or any of their respective officers, directors, members or managers, or any other Indemnitee, shall be liable or accountable for any damages, monetary or otherwise, to the Partnership, any Partners or any Assignees or any other Person bound to this Agreement for losses sustained, liabilities incurred or

benefits not derived as a result of errors in judgment or mistakes of fact or law or of any act or omission, except for acts of the General Partner Entity committed in bad faith or resulting from the active and deliberate dishonesty of the General Partner. In furtherance and not in limitation of the foregoing, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement or any other agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever a conflict arises between the interests of the General Partner Entity or the shareholders of General Partner Entity, on one hand, and any Limited Partner, on the other hand, the General Partner will endeavor in good faith to resolve the conflict in a manner not adverse to the General Partner Entity or the shareholders of the General Partner Entity or any Limited Partner; provided, however, that for so long as the General Partner Entity owns a direct or indirect controlling interest in the Partnership, any conflict that cannot be resolved in a manner not adverse to the General Partner Entity or the shareholders of the General Partner Entity and any Limited Partner shall be resolved in favor of the General Partner Entity or the shareholders of the General Partner Entity, as the case may be, and any action taken by the General Partner or any other Indemnitee in connection with any such conflict of interests shall not constitute a breach of this Agreement or any duty at law, in equity or otherwise. Any benefit received by any Indemnitee as a result of any transaction that does not violate this Section 7.8A shall not be deemed to be an “improper” personal benefit for purposes of Section 7.7 and Section 7.8.

B. General Partner May Act Through Agents. Subject to its obligations and duties as General Partner set forth in this Agreement and applicable law, the General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through employees of the General Partner Entity or one of its subsidiaries or through agents (subject to the supervision and control of the General Partner). The General Partner shall not be liable to the Partnership or any Partner for any misconduct or negligence on the part of any such employee or agent appointed in good faith. The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted to be taken in reliance upon the opinion of such Persons as to matters that the General Partner believes to be within such Person’s professional or expert competence shall be conclusively presumed to have been taken or omitted to be taken in good faith and shall not constitute a breach of any duty (including any fiduciary duty) or obligation arising at law or in equity or under this Agreement.

C. Any obligation or liability whatsoever of the General Partner or the Partnership which may arise at any time under this Agreement or any other instrument, transaction, or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the General Partner or the Partnership only. To the fullest extent permitted by law, no such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, any of the General Partner’s members, managers or agents, or the directors, officers, shareholders, employees or agents of the General Partner’s members or managers, including the General Partner and the General Partner Entity, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise. Notwithstanding anything to the contrary set forth in this Agreement, none of the members, managers or agents of the General Partner, and none of the directors, officers, shareholders, employees or agents of the General Partner’s members or managers, including the General Partner Entity, or any other Indemnitee, shall be liable or accountable in damages or otherwise to the Partnership, any Partners, or any other Person bound by this Agreement for losses

sustained, liabilities incurred or benefits not derived as a result of errors in judgment or mistakes of fact or law or of any act or omission, except for any such losses sustained, liabilities incurred or benefits not derived as a result of (i) an act or omission on the part of such Person that was committed in bad faith or was the result of active and deliberate dishonesty; (ii) in the case of any criminal proceeding, an act or omission on the part of such Person that such Person had reasonable cause to believe was unlawful; or (iii) for any loss resulting from any transaction for which such Person actually received an improper personal benefit in money, property or services in violation or breach of any provision of this Agreement.

D. Notwithstanding anything herein to the contrary, except for liabilities resulting from (i) an act or omission on the part of such Partner that was committed in bad faith or was the result of active and deliberate dishonesty; (ii) in the case of any criminal proceeding, an act or omission on the part of such Partner that such Partner had reasonable cause to believe was unlawful; or (iii) any transaction for which such Partner actually received an improper personal benefit in money, property or services in violation or breach of any provision of this Agreement, or pursuant to any express indemnities given to the Partnership by any Partner pursuant to any other written instrument to the fullest extent permitted by law, no Partner shall have any personal liability whatsoever, to the Partnership or to the other Partners or to any other Person bound by this Agreement, including any damages arising out of the breach of any such Partner’s fiduciary duties as such duties may have been modified by this Agreement. Without limitation of the foregoing, no property or assets of such Partner, other than its interest in the Partnership, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) in favor of any other Partner(s) or any other Person bound by this Agreement and arising out of, or in connection with, this Agreement. This Agreement shall become effective upon: is executed by the officers of the General Partner and the General Partner Entity, solely as officers of the General Partner and the General Partner Entity, and not in their own individual capacities.

(a)E. To the extent that, at law or in equity, the General Partner, or the General Partner Entity, or any other Indemnitee, has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or the Limited Partners, none of the General Partner, the General Partner Entity or any other Indemnitee shall be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement or any otherwise applicable provision of law or in equity, neither the General Partner nor any other Indemnitee shall have any fiduciary duties, or, to the fullest extent permitted by law, except to the extent expressly provided in this Agreement, other duties, obligations or liabilities, to the Partnership, any Limited Partner or any other Person who has acquired an interest in a Partnership Interest, and, to the fullest extent permitted by law, the General Partner and the other Indemnitees shall only be subject to any contractual standards imposed and existing under this Agreement.

F. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement or any other agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever in this Agreement any Person is permitted or required to make a decision (i) in its “sole and absolute discretion,” “sole discretion”, “discretion”, “at its election” or under a grant of similar authority or latitude, such Person shall be entitled to consider only such interests and factors as it desires, including its own interests, shall have no duty or obligation to give any consideration to any interest or factors affecting the Partnership, the Partners, or any other Person bound by this Agreement, and shall be entitled to act in a manner adverse to the interests of the Partnership, the Partners or any other Person bound by this Agreement, or (ii) in its "good faith" or under another expressed standard, such Person shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise. If any question should arise with respect to the operation of the Partnership, which is not otherwise specifically provided for in this Agreement or the Act, or with respect to the interpretation of this Agreement, the General Partner is hereby authorized to make a final determination with respect to any such question and to interpret this Agreement in such a manner as it shall deem, in its sole discretion, to be fair and equitable, and its determination and interpretations so made shall be final and binding on all parties and shall not constitute a breach of this Agreement, of any agreement contemplated herein or therein, or of any duty existing at law, in equity or otherwise, including any fiduciary duty.

G. To the fullest extent permitted by applicable law, no Indemnitee shall be liable to the Partnership, any Partner or any other Person bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnitee in good faith on behalf of the Partnership and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnitee by this Agreement, except that an Indemnitee shall be liable for any such loss, damage or claim incurred if (i) such act or omission was committed in bad faith or was the result of active and deliberate dishonesty; (ii) in the case of any criminal proceeding, if such Indemnitee had reasonable cause to believe that such act or omission was unlawful; or (iii) such loss, damage or claim incurred resulted from any transaction for which such Indemnitee actually received an improper personal benefit in money, property or services in violation or breach of any provision of this Agreement.

H. Notwithstanding anything to the contrary in this agreement, it is understood and/or agreed that the term "good faith" as used in this agreement shall, in each case, mean "subjective good faith" as understood and interpreted under Delaware law; provided, however, that for the avoidance of doubt, any resolution of a conflict of interest between Parent Entity or the interests of shareholders of the General Partner Entity, on the one hand, and the Partnership or any Limited Partner on the other hand, in a manner favorable to the General Partner Entity or the interests of the shareholders of the General Partner Entity shall not be deemed a violation of such "subjective good faith" standard.

I. Tax Consequences of the General Partner and General Partner Entity. The Limited Partners expressly acknowledge that the General Partner, in considering whether to dispose of any of the Partnership assets, shall take into account the tax consequences to the General Partner and General Partner Entity of any such disposition (including, but not limited to, any requirement to make distributions as a result of gain recognized upon such disposition) and shall have no liability whatsoever to the Partnership or any Limited Partner for decisions that are based upon or influenced by such tax consequences. In addition, in exercising its authority under this Agreement with respect to other matters, the General Partner may, but shall be under no obligation to (except with respect to the General Partner Entity, to the extent provided above), take into account the tax consequences to any Partner (including the General Partner) or the General Partner Entity of any action taken (or not taken) by the General Partner. No decision or action (or failure to act) contemplated by the preceding

sentence shall constitute a breach of any duty owed to the Partnership or the Partners by law or equity, fiduciary or otherwise. The General Partner, the General Partner Entity and the Partnership shall not have liability to any Partner for monetary or other damages or otherwise for losses sustained, liabilities incurred or benefits not derived by such Partner in connection with any taking or omission to take any such actions by the General Partner unless the General Partner acted in bad faith and the act or omission was material to the matter giving rise to the loss, liability or benefit not derived.

J. Effect of Amendment. Notwithstanding any other provision contained herein, any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the General Partner's liability to the Partnership and the Limited Partners under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

K. Limitations of Fiduciary Duty. This Section 7.8 and any other Section of this Agreement limiting the liability of the General Partner, the General Partner Entity and/or their trustees, directors and officers shall constitute an express limitation of any duties, fiduciary or otherwise, that they would owe the Partnership or the Limited Partners if such duty would be imposed by any law, in equity or otherwise.

Section 7.9. Other Matters Concerning the General Partner

A. Reliance on Documents. The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties.

B. Reliance on Advisors. The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted to be taken in reliance upon the opinion of such

Persons as to matters which the General Partner reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion.

C. Action Through Agents. The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers and a duly appointed attorney or attorneys-in-fact. Each such attorney shall, to the extent provided by the General Partner in the power of attorney, have full power and authority to do and perform all and every act and duty that is permitted or required to be done by the General Partner hereunder.

D. Actions to Maintain REIT Status or Avoid Taxation of REIT Partners. Notwithstanding any other provisions of this Agreement or the Act, any action of the General Partner on behalf of the Partnership or any decision of the General Partner to refrain from acting on behalf of the Partnership undertaken in the good faith belief that such action or omission is necessary or advisable in order (i) to protect the ability of any REIT Partner to qualify as a REIT or (ii) to

allow any REIT Partner to avoid incurring any liability for taxes under Section 857 or 4981 of the Code, is expressly authorized under this Agreement and is deemed approved by all of the Limited Partners.

Section 7.10. Reliance By Third Parties

Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner has full power and authority, without consent or approval of any other Partner or Person, to encumber, sell or otherwise use in any manner any and all assets of the Partnership, to enter into any contracts on behalf of the Partnership and to take any and all actions on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner as if the General Partner were the Partnership's sole party in interest, both legally and beneficially. Each Limited Partner hereby waives any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the General Partner in connection with any such dealing, in each case except to the extent that such action imposes, or purports to impose, liability on the Limited Partner. In no event shall any Person dealing with the General Partner or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (i) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (ii) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership, and (iii) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

Section 7.11. Loans by Third Parties

The Partnership may incur Debt, or enter into similar credit, guarantee, financing or refinancing arrangements for any purpose (including, without limitation, in connection with any acquisition of property, any contribution of property by third parties and corresponding distribution of Debt proceeds to applicable contributors, and any borrowings from, or guarantees of Debt of the General Partner or any of its Affiliates) with any Person upon such terms as the General Partner determines appropriate.

ARTICLE VIII
RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

Section 8.1. Limitation of Liability

The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement, including Section 10.5, or under the Act.

Section 8.2. Management of Business

No Limited Partner or Assignee (other than the General Partner, any of its Affiliates, or any officer, director, employee, partner, agent or trustee of the General Partner, the Partnership or any of their Affiliates, in their capacity as such) shall take part in the operation, management or control (within the meaning of the Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. The transaction of any such business by the Company General Partner Entity, the General Partner, any of their Affiliates or any officer, director, employee, partner, agent or trustee of the General Partner Entity, the General Partner, the Partnership or any of their Affiliates, in their capacity as such, shall not affect, impair or eliminate the limitations on the liability of the Limited Partners or Assignees under this Agreement.

Section 8.3. Outside Activities of Limited Partners

Subject to Section 7.5 hereof, and subject to any agreements entered into pursuant to Section 7.6.B hereof and to any other agreements entered into by a Limited Partner or its Affiliates with the Partnership or a Subsidiary, any Limited Partner (other than the General Partner) and any officer, director, employee, agent, trustee, Affiliate or shareholder of any Limited Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct or indirect competition with the Partnership. Neither the Partnership nor any Partners shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner or Assignee or any of their officers, directors, employees, agents, trustees, Affiliates or shareholders. None of the Limited Partners (other than the General Partner) or any other Person shall have any rights by virtue of this Agreement or the partnership relationship established hereby in any business ventures of any other Person (other than the General Partner to the extent expressly provided herein), and no Person (other than the General Partner) shall have any obligation pursuant to this Agreement to offer any interest in any such business venture to the Partnership, any Limited Partner or any such other Person, even if such opportunity is of a character which, if presented to the Partnership, any Limited Partner or such other Person, could be taken by such Person.

Section 8.4. Return of Capital

Except pursuant to the right of redemption set forth in Section 8.6, no Limited Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent of distributions made pursuant to this Agreement or upon termination of the Partnership as provided herein. No Limited Partner or Assignee shall have priority over any other Limited Partner or Assignee either as to the return of Capital Contributions (except as permitted by Section 4.2.A) or, except to the extent provided by Exhibit C or as permitted by Sections 4.2.A, 5.1.B(ii), 6.1.A and 6.1.B, or otherwise expressly provided in this Agreement, as to profits, losses, distributions or credits.

Section 8.5. Rights of Limited Partners Relating to the Partnership

A. Notice of Conversion Factor. The Partnership shall notify each Limited Partner upon request (i) of the then current Conversion Factor and (ii) of any changes to the Conversion Factor.

B. Notice of Extraordinary Transaction of the General Partner Entity. Prior to making any extraordinary distributions of cash or property to its shareholders or effecting an Extraordinary Transaction (defined below), the General Partner or the General Partner Entity shall provide written notice to the Limited Partners of the General Partner Entity's intention to make such distribution or effect such Extraordinary Transaction at least twenty (20) Business Days prior to the record date to determine shareholders eligible to receive such distribution or to vote upon such Extraordinary Transaction (or, if no such record date is applicable, at least twenty (20) Business Days before consummation of such distribution or Extraordinary Transaction), which notice shall describe in reasonable detail the action to be taken; provided, however, that the General Partner, in its sole and absolute discretion, may shorten the required notice period of not less than twenty (20) Business Days prior to the record date to determine the shareholders eligible to vote upon a merger transaction (but not any of the other transactions covered by this Section 8.5.B) to a period of not less than ten (10) calendar days (thereby continuing to afford the holders of Partnership Units the opportunity to redeem Partnership Units under Section 8.6 on or prior to the record date for the shareholder vote on the merger transaction) so long as (i) the General Partner Entity will be the surviving entity in such merger transaction, (ii) immediately following the merger transaction, Persons who held voting securities of the General Partner Entity immediately prior to such merger transaction will hold, solely by reason of the ownership of voting securities of the General Partner Entity immediately prior to the merger transaction, voting securities of the General Partner Entity representing not less than fifty-one percent (51%) of the total combined voting power of all outstanding voting securities of the General Partner Entity after such merger, and (iii) in the event that in connection with such merger transaction the Partnership will merge with another entity, the Partnership will be the surviving entity in such merger. This provision for such notice shall not be deemed (i) to permit any transaction that otherwise is prohibited by this Agreement or requires a Consent of the Partners or (ii) to require a Consent on the part of any one or more of the Limited Partners to a transaction that does not otherwise require Consent under this Agreement. Each Limited Partner agrees, as a condition to the receipt of the notice pursuant hereto, to keep confidential the information set forth therein until such time as the General Partner Entity has made public disclosure thereof and to use such information during such period of confidentiality solely for purposes of determining whether to exercise the Redemption Right and to execute a confidentiality agreement provided by the General Partner; provided, however, that a Limited Partner may disclose such information to its attorney, accountant and/or financial advisor for purposes of obtaining advice with respect to such exercise so long as such attorney, accountant and/or financial advisor agrees to receive and hold such information subject to this confidentiality requirement.

C. Confidentiality. Notwithstanding any other provision of this Section 8.5, the General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner determines in its sole and absolute discretion, any information that (i) the General Partner reasonably believes to be in the nature of trade secrets or other information the disclosure of which the General Partner in good faith believes is not in the best interests of the Partnership or could damage the Partnership or its business or (ii) the Partnership is required by law or by agreements with unaffiliated third parties to keep confidential, provided that this Section 8.5.C (other than clause (ii)) shall not affect the notice requirements set forth in Section 8.5.B above.

D. Form of Notice. Any notice required under this Agreement, including this Section 8.5 or Section 14.D, may be made by a report filed or furnished under the Exchange Act or by posting

on the website maintained from time to time by the Partnership, the General Partner or the General Partner Entity.

Section 8.6. Redemption Right

A. General. (i) Except as otherwise provided by this Section 8.6, commencing one year after the Original Issuance Date of a Common Unit, the holder of such Common Unit (if other than the General Partner or the General Partner Entity or any Subsidiary of either the General Partner or the General Partner Entity) shall have the right (the "**Redemption Right**") to require the Partnership to redeem such Common Unit, with such redemption to occur on the Specified Redemption Date in exchange for a redemption price equal to the Value. The Partnership shall decide whether the redemption price shall be paid in the form of the Cash Amount or the Shares Amount, or any combination of the foregoing, and such decision shall be made by the General Partner, in its capacity as the general partner of the Partnership and in its sole and absolute discretion. Any such Redemption Right shall be exercised pursuant to a Notice of Redemption delivered to the Partnership (with a copy to the General Partner) by the holder of the Common Units who is exercising the Redemption Right (the "**Redeeming Partner**"). A Limited Partner may exercise the Redemption Right from time to time, without limitation as to frequency, with respect to part or all of the Common Units that it owns, as selected by the Limited Partner, provided that a Limited Partner may not exercise the Redemption Right for fewer than two hundred (200) Common Units of a particular class unless such Redeeming Partner then holds fewer than two hundred (200) Common Units in that class, in which event the Redeeming Partner must exercise the Redemption Right for all of the Common Units held by such Redeeming Partner in that class, and provided further that, with respect to a Limited Partner which is an entity, such Limited Partner may exercise the Redemption Right for fewer than two hundred (200) Common Units without regard to whether or not such Limited Partner is exercising the Redemption Right for all of the Common Units held by such Limited Partner as long as such Limited Partner is exercising the Redemption Right on behalf of one or more of its equity owners in respect of one hundred percent (100%) of such equity owners' interests in such Limited Partner.

(i) The Redeeming Partner shall have no right with respect to any Common Units so redeemed to receive any distributions paid in respect of a Partnership Record Date for distributions in respect of such Common Units after the Specified Redemption Date with respect to such Common Units.

(ii) The Assignee of any Limited Partner may exercise the rights of such Limited Partner pursuant to this Section 8.6, and such Limited Partner shall be deemed to have assigned such rights to such Assignee and shall be bound by the exercise of such rights by such Limited Partner's Assignee. In connection with any exercise of such rights by such Assignee on behalf of such Limited Partner, the Redemption Amount shall be paid by the Partnership directly to such Assignee and not to such Limited Partner.

(iii) Notwithstanding the foregoing, in connection with an Extraordinary Transaction, the Redemption Right shall be exercisable, without regard to whether the Common Units have been outstanding for any specified period, during the period commencing on the date on which the General Partner or the General Partner Entity provides notice of the Extraordinary Transaction and ending on the record date to determine shareholders eligible to receive such

distribution or participate in such Extraordinary Transaction (or if none, ending on the date of the consummation of such distribution or Extraordinary Transaction). If this subparagraph (3) applies, the Specified Redemption Date shall be the date on which the Partnership and the Consenting Noteholders, General Partner receive notice of exercise of the Redemption Right.

B. General Partner Entity Assumption of Redemption Right. (i) If a Limited Partner has delivered a Notice of Redemption, the General Partner Entity may, in its sole and absolute discretion (subject to the limitations on ownership and transfer of Shares set forth in the Declaration of Trust), elect to assume directly and satisfy an exercised Redemption Right. If such election is made by the General Partner Entity, the Partnership shall determine whether the General Partner Entity shall pay the Redemption Amount in the form of the Cash Amount or the Shares Amount, or any combination of the foregoing. The Partnership's decision regarding whether such payment shall be made in the form of the Cash Amount or the Shares Amount, and the respective amount of each form of consideration, shall be made by the General Partner, in its capacity as the general partner of the Partnership and in its sole and absolute discretion. Unless the General Partner Entity, in its sole and absolute discretion, shall exercise its right to assume directly and satisfy the Redemption Right, the General Partner Entity shall not have any obligation to the Redeeming Partner or to the Partnership with respect to the Redeeming Partner's exercise of the Redemption Right. If the General Partner Entity shall exercise its right to assume directly and satisfy the Redemption Right in the manner described in the first sentence of this Section 8.6.B and shall fully perform its obligations in connection therewith, the Partnership shall have no right or obligation to pay any amount to the Redeeming Partner with respect to such Redeeming Partner's exercise of the Redemption Right, and each of the Redeeming Partner, the Partnership, the General Partner and the General Partner Entity shall, for U.S. federal income tax purposes, treat the transaction between the General Partner Entity and the Redeeming Partner as a sale of the Redeeming Partner's Common Units to the General Partner Entity.

(i) If the payment of the Redemption Amount is in the form of the Shares Amount, the total number of Shares to be paid to the Redeeming Partner in exchange for the Redeeming Partner's Partnership Units shall be the applicable Shares Amount. If this amount is not a whole number of Shares, the Redeeming Partner shall be paid (i) that number of Shares which constitute equals the "Required Holders" nearest whole number less than such amount plus (ii) an amount of cash equal to the Value on the Valuation Date of the remaining fractional Share which would otherwise be payable to the Redeeming Partner.

(ii) If payment of the Redemption Amount is in the form of the Shares Amount, then the Shares so issued shall, when issued, be duly authorized, validly issued, fully paid and nonassessable and free and clear of any pledge, lien, encumbrance or restriction, other than those provided in the organizational documents of the General Partner Entity or arising under the Note Purchase Agreement; Securities Act, relevant state securities or blue sky laws or any applicable registration rights agreement with respect to such Shares entered into by the Redeeming Partner and, if applicable, shall bear a legend in form and substance determined by the General Partner Entity reflecting that such shares have not been registered under the Securities Act and any other contractual limitations or restrictions thereon. Upon such payment by the General Partner Entity of the Redemption Amount, the General Partner Entity shall acquire the Common Units offered for redemption by the Redeeming Partner and shall be treated for all purposes of this Agreement as the owner of such

Common Units. Shares issued in lieu of the Cash Amount may be either registered or unregistered Shares at the option of the General Partner.

(iii) Each Redeeming Partner agrees to execute such documents or provide such information or materials as the General Partner Entity may reasonably require in connection with the issuance of Shares upon exercise of the Redemption Right.

C. Exceptions to Exercise of Redemption Right. Notwithstanding the provisions of Section 8.6.A and 8.6.B, a Partner shall not be entitled to exercise the Redemption Right pursuant to Section 8.6.A if (but only as long as) the delivery of Shares to such Partner on the Specified Redemption Date would (i) be prohibited under the restrictions on the ownership or transfer of Shares in the Declaration of Trust (or, if PSA REIT is not the General Partner Entity, the organizational documents of the General Partner Entity), (ii) be prohibited under applicable federal or state securities laws or regulations (in each case regardless of whether the General Partner Entity would in fact assume and satisfy the Redemption Right), (iii) without limiting the foregoing, result in Shares being owned by fewer than 100 persons (determined without reference to rules of attribution), (iv) without limiting the foregoing, result in the General Partner Entity being "closely held" within the meaning of Section 856(h) of the Code or cause the General Partner Entity to own, actually or constructively, ten percent (10%) or more of the ownership interests in a tenant of the General Partner Entity, the General Partner, the Partnership or a subsidiary of the foregoing within the meaning of Section 856(d)(2)(B) of the Code, or (v) without limiting the foregoing, cause the acquisition of Shares by the Redeeming Partner to be "integrated" with any other distribution of Shares in a manner that would require the registration thereof for purposes of complying with the registration provision of the Securities Act. Notwithstanding the foregoing, the General Partner may, in its sole and absolute discretion, waive such prohibition set forth in this Section 8.6.C.

D. No Liens on Partnership Units Delivered for Redemption. Each Limited Partner covenants and agrees with the General Partner that all Partnership Units delivered for redemption shall be delivered to the Partnership or the General Partner Entity, as the case may be, free and clear of all liens; and, notwithstanding anything contained herein to the contrary, neither the General Partner Entity nor the Partnership shall be under any obligation to acquire Partnership Units which are or may be subject to any liens. Each Limited Partner further agrees that, if any federal, state or local tax (including property transfer tax) is payable as a result of the transfer of its Partnership Units to the Partnership or the General Partner Entity, such Limited Partner shall assume and pay such tax.

E. Additional Partnership Interests; Modification of Holding Period. If the Partnership issues Partnership Interests to any Additional Limited Partner pursuant to Article IV, the General Partner shall make such revisions to this Section 8.6 as it determines are necessary to reflect the issuance of such Partnership Interests (including setting forth any restrictions on the exercise of the Redemption Right with respect to such Partnership Interests which differ from those set forth in this Agreement), provided that no such revisions shall materially adversely affect the rights of any other Limited Partner to exercise its Redemption Right without that Limited Partner's prior written consent. In addition, the General Partner may, with respect to any holder or holders of Partnership Units, at any time and from time to time, as it shall determine in its sole and absolute discretion, (i) reduce or waive the length of the period prior to which such holder or holders may not exercise the Redemption Right or (ii) reduce or waive the length of the period between the exercise of the Redemption Right and the Specified Redemption Date.

F. Forced Redemption of Common Units Converted from LTIP Units.

(i) With respect to any Common Units that were issued in connection with the conversion of Vested LTIP Units into Common Units pursuant to Section 4.7.A or Section 4.7.C, the Partnership, at any time after the service of the grantee of such LTIP Units to the General Partner or the Partnership is terminated, shall have the right (the "**Forced Redemption Right**") to redeem such Common Units. Any such Forced Redemption Right shall be exercised pursuant to a Notice of Forced Redemption delivered to the holder of such Common Units by the Partnership. Such redemption shall occur on the Specified Forced Redemption Date and at a redemption price equal to either the Cash Amount or the Shares Amount, as determined by the General Partner, in its sole and absolute discretion (the "**Forced Redemption Amount**"). If the Shares Amount is delivered, the General Partner Entity shall issue such Shares directly to the holder of Common Units being redeemed and the transaction shall be treated, for U.S. federal income tax purposes, as a sale of the Common Units to the General Partner Entity.

(ii) If the General Partner Entity pays the holder of the Common Units being redeemed the Forced Redemption Amount in the form of Shares, the total number of Shares to be paid to such holder in exchange for the such holder's Common Units shall be the applicable Shares Amount. If this amount is not a whole number of Shares, such holder shall be paid (i) that number of Shares which equals the nearest whole number less than such amount plus (ii) an amount of cash which the General Partner determines, in its reasonable discretion, to represent the fair value of the remaining fractional Share which would otherwise be payable to such holder.

(iii) The holder of Common Units being redeemed shall have no right with respect to any Common Units so redeemed to receive any distributions paid in respect of a Partnership Record Date for distributions in respect of Common Units after the Specified Forced Redemption Date with respect to such Common Units.

(iv) The holder of Common Units being redeemed shall represent, warrant, and certify that such holder (a) has marketable and unencumbered title to the Common Units being redeemed, free and clear of all liens and the rights of or interests of any other person or entity, (b) has the full right, power and authority to redeem and surrender such Common Units as provided herein, and (c) has obtained the consent or approval of all persons or entities, if any, having the right to consult or approve such redemption and surrender. Each holder of Common Units being redeemed agrees to execute such documents as the General Partner may reasonably require in connection with the issuance of Shares upon exercise of the Forced Redemption Right.

(v) If the Partnership exercises its Forced Redemption right pursuant to this Section 8.6.F with respect to any Common Units that the holder could not redeem solely due to the application of Section 8.6.G, then the Partnership shall pay to the relevant holder an amount reasonably estimated to be approximately equal to the sum of (a) the incremental tax costs, if any, that are incurred (or reasonably expected to be incurred) by the holder solely as the result of the Forced Redemption in excess of the tax costs that reasonably would be or would have been incurred if comparable PSA Share-Based Awards had been delivered in lieu of LTIP Units or AO LTIP Units on the Original Issuance Date and the Shares that would have been derived from such Share-Based Awards as of the Forced Redemption Date were sold for the Forced Redemption Amount on the Forced Redemption Date, plus (b) incremental taxes incurred by the holder on the receipt of any payments pursuant to this Section 8.6.F(v), as reasonably determined by the General Partner based on information available to the General Partner.

G. Two-Year Holding Period Requirement for Common Units Converted from LTIP Units. The Redemption Right shall not be available to a Partner with respect to any Common Units converted from LTIP Units until the date that is two years after the Original Issuance Date for such Common Units, except as otherwise permitted by the applicable Award Agreement or other documentation pursuant to which the LTIP Unit or AO LTIP Unit, as applicable, was issued (including in the case of an abbreviated conversion period attributable to (i) a termination of service or (ii) the occurrence of a Change of Control (as defined in the applicable Equity Incentive Plan)).

ARTICLE IX
BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 9.1. Records and Accounting

The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including, without limitation, all books and records necessary to provide to the Limited Partners any information, lists and copies of documents required to be provided pursuant to Section 9.3. Any records maintained by or on behalf of the Partnership in the regular course of its business may be kept on, or be in the form of, punch cards, magnetic tape, photographs, micrographics, electronic or cloud storage or any other information storage device, provided that the records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial and tax reporting purposes, on an accrual basis in accordance with generally accepted accounting principles.

Section 9.2. Fiscal Year

The fiscal year of the Partnership shall be the calendar year.

Section 9.3. Reports

A. Annual Reports. If and to the extent that the General Partner Entity mails its annual report to its shareholders, as soon as practicable, but in no event later than the date on which such reports are mailed, the General Partner shall cause to be mailed to each Limited Partner an annual report, as of the close of the most recently ended Fiscal Year, containing financial statements of the Partnership, or of the General Partner Entity if such statements are prepared on a consolidated basis with the Partnership, for such Fiscal Year, presented in accordance with generally accepted accounting principles, such statements to be audited by a nationally recognized firm of independent public accountants selected by the General Partner Entity.

B. Quarterly Reports. If and to the extent that the General Partner Entity mails quarterly reports to its shareholders, as soon as practicable, but in no event later than the date on such reports are mailed, the General Partner shall cause to be mailed to each Limited Partner a report containing unaudited financial statements, as of the last day of such fiscal quarter, of the Partnership, or of the General Partner Entity if such statements are prepared on a consolidated basis with the Partnership,

and such other information as may be required by applicable law or regulation, or as the General Partner determines to be appropriate.

C. The General Partner shall have satisfied its obligations under Section 9.3.A and 9.3.B by (i) to the extent the General Partner Entity or the Partnership is subject to periodic reporting requirements under the Exchange Act, filing the quarterly and annual reports required thereunder within the time periods provided for the filing of such reports, including any permitted extensions, or (ii) posting or making available the reports required by this Section 9.3 on the website maintained from time to time by the Partnership, the General Partner or the General Partner Entity.

ARTICLE X
TAX MATTERS

Section 10.1. Preparation of Tax Returns

The General Partner shall arrange for the preparation and timely filing of all returns of Partnership income, gains, deductions, losses and other items required of the Partnership for federal and state income tax purposes and shall use all reasonable efforts to furnish, within 225 days of the close of each taxable year, the tax information reasonably required by Limited Partners for federal and state income tax reporting purposes.

Section 10.2. Tax Elections

Except as otherwise provided herein, the General Partner shall, in its sole and absolute discretion, determine whether to make any available election pursuant to the Code (including the election under Section 754 of the Code). The General Partner shall have the right to seek to revoke any such election upon the General Partner's determination in its sole and absolute discretion that such revocation is in the best interests of the Partners.

Section 10.3. Partnership Representative and Partnership Tax Audit Matters

A. General. The General Partner shall be the "partnership representative" pursuant to Section 6223(a) of the Code for U.S. federal income tax purposes and any corresponding state or local income tax purposes, and the General Partner shall appoint a designated individual with substantial presence in the United States through which the partnership representative will act.

B. Powers. The General Partner is authorized, but not required (and the Partners hereby consent to the General Partner taking the following actions):

(i) to allocate any Imputed Underpayment Amount to those Partners to whom such amounts are reasonably attributable;

(ii) to make the election under Section 6221(b) of the Code, if available;

(iii) to enter into any settlement with the IRS with respect to any tax audit or judicial review for the adjustment of Partnership items required to be taken into account by a Partner or the Partnership for income tax purposes, and in the settlement agreement the partnership representative may expressly state that such agreement shall bind the Partnership and all Partners;

(iv) to seek judicial review of any adjustment assessed by the IRS or any other tax authority, including the filing of a petition for readjustment with the Tax Court or the filing of a complaint for refund with the United States Claims Court or the District Court of the United States for the district in which the Partnership's principal place of business is located;

(v) to intervene in any action brought by any other Partner for judicial review of a final adjustment;

(vi) to file a request for an administrative adjustment with the IRS or other tax authority at any time and, if any part of such request is not allowed by the IRS or other tax authority, to file an appropriate pleading (petition or complaint) for judicial review with respect to such request;

(vii) to enter into an agreement with the IRS or other tax authority to extend the period for assessing any tax which is attributable to any item required to be taken into account by a Partner for tax purposes, or an item affected by such item;

(viii) to take any other action on behalf of the Partners of the Partnership in connection with any tax audit or judicial review proceeding, to the extent permitted by applicable law or regulations including, without limitation:

(a) electing to have the alternative method for the underpayment of taxes set forth in Section 6226 of the Code apply to the Partnership and its current and former Partners; and

(b) for Partnership level assessments under Section 6225 of the Code, setting aside reserves from Available Cash of the Partnership, withholding of distributions of Available Cash to the Partners, and requiring current or former Partners to make cash payments to the Partnership for their share of the Partnership level assessments; and

(ix) to take any other action required or permitted by the Code and Regulations in connection with its role as the partnership representative.

The taking of any action and the incurring of any expense by the General Partner in connection with any such audit or proceeding referred to in clause (7) above, except to the extent required by law, is a matter in the sole and absolute discretion of the General Partner and the provisions relating to indemnification of the General Partner set forth in Section 7.7 shall be fully applicable to the partnership representative and designated individual in their capacity as such.

C. Agreement to Provide Information. The current and former Partners agree to provide the following information and documentation to the Partnership and the General Partner:

(i) information and documentation to determine and prove eligibility of the Partnership to make the election under Section 6221(b) of the Code;

(ii) information and documentation to reduce the Partnership level assessment consistent with Section 6225(c) of the Code; and

(iii) information and documentation to prove payment of the attributable liability under Section 6226 of the Code.

D. Reimbursement. All third party costs and expenses incurred by the General Partner in performing its duties under this Section 10.3 (including legal and accounting fees and expenses) shall be borne by the Partnership. Nothing herein shall be construed to restrict the Partnership from engaging an accounting firm and/or law firm to assist the partnership representative in discharging its duties hereunder.

E. Survival. The obligations of each Partner under this Section 10.3 shall survive such Partner's withdrawal from the Partnership, and each Partner agrees to execute such documentation requested by the Partnership at the time of such Partner's withdrawal from the Partnership to acknowledge and confirm such Partner's continuing obligations under this Section 10.3.

F. Tax Basis Capital Information Reporting. The Partnership shall be entitled to report with any tax return of the Partnership, if, to the extent, and in the manner that may be required by law, regulation, or administrative action (as determined from time to time in the sole discretion of the General Partner) the amount of a Partner's tax basis capital ("**Tax Basis Capital Information**"). To permit such reporting, the Partners shall provide information when and as requested by the General Partner and each Partner will indemnify and hold harmless the Partnership from and against any liability, claim or expense as a result of the inaccuracy, incompleteness or failure to provide such information, including without limitation as a result of any incorrect reporting that may result therefrom. The Partners agree and acknowledge that the Partnership may determine in its sole discretion that it is necessary or appropriate to report Tax Basis Capital Information by applying the safe harbor approach of subtracting the Partner's share of partnership liabilities under Section 752 of the Code from the Partner's outside basis or any other reasonable method selected by the General Partner.

Section 10.4. Organizational Expenses

The Partnership may elect to deduct expenses as provided in Section 709 of the Code.

Section 10.5. Withholding.

Each Limited Partner hereby authorizes the Partnership to withhold from or pay on behalf of or with respect to such Limited Partner any amount of U.S. federal, state, local, or foreign taxes that the General Partner determines that the Partnership is required to withhold or pay with respect to any cash or property distributable, allocable or otherwise transferred to such Limited Partner pursuant to this Agreement, including, without limitation, any taxes required to be withheld or paid by the Partnership pursuant to Section 1441, 1442, 1445, or 1446 of the Code or Section 10.3 hereof. Any amount withheld with respect to a Limited Partner pursuant to this Section 10.5 shall be treated as paid or distributed, as applicable, to such Limited Partner for all purposes under this Agreement to the extent that the Partnership is contemporaneously making distributions against which such amount can be offset. Any amount paid on behalf of or with respect to a Limited Partner shall constitute a loan by the Partnership to such Limited Partner, which loan shall be repaid by such Limited Partner within fifteen (15) days after notice from the General Partner that such payment must be made unless (i) the Partnership withholds such payment from a distribution which would

otherwise be made to the Limited Partner or (ii) the General Partner determines, in its sole and absolute discretion, that such payment may be satisfied out of the available funds of the Partnership which would, but for such payment, be distributed to the Limited Partner. Each Limited Partner hereby unconditionally and irrevocably grants to the Partnership a security interest in such Limited Partner's Partnership Interest to secure such Limited Partner's obligation to pay to the Partnership any amounts required to be paid pursuant to this Section 10.5. Any amounts payable by a Limited Partner hereunder shall bear interest at the base rate on corporate loans at large United States money center commercial banks, as published from time to time in The Wall Street Journal, plus four (4) percentage points (but not higher than the maximum rate that may be charged under applicable law) from the date such amount is due (i.e., fifteen (15) days after demand) until such amount is paid in full. Each Limited Partner shall take such actions as the Partnership shall request to perfect or enforce the security interest created hereunder.

ARTICLE XI
TRANSFERS AND WITHDRAWALS

Section 11.1. Transfer

A. Definition. The term "transfer," when used in this Article XI with respect to a Partnership Interest or a Partnership Unit, shall be deemed to refer to a transaction by which the General Partner purports to assign all or any part of its General Partner Interest to another Person or by which a Limited Partner purports to assign all or any part of its Limited Partner Interest to another Person, and includes a transfer, sale, merger, consolidation, combination, assignment, bequest, conveyance, devise, gift, pledge, encumbrance, hypothecation, mortgage, exchange or any other disposition, whether voluntary or involuntary, by operation of law or otherwise. The term "transfer" when used in this Article XI does not include (i) any redemption or repurchase of Partnership Units by the Partnership from a Partner or acquisition of Partnership Units from a Limited Partner by the General Partner Entity pursuant to Section 8.6 or otherwise or (ii) any transfers of Partnership Units from the General Partner to the General Partner Entity or any subsidiary of the General Partner Entity. No part of the interest of a Limited Partner shall be subject to the claims of any creditor, any spouse for alimony or support, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered except as may be specifically provided for in this Agreement or consented to in writing by the General Partner, in its sole and absolute discretion.

B. General. No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article XI. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article XI shall be null and void.

Section 11.2. Transfers of Partnership Interests of General Partner and General Partner Entity; Extraordinary Transactions

A. General. Neither the General Partner nor the General Partner Entity shall transfer any of its Partnership Interests, and, if the General Partner Entity is not the General Partner, the General Partner Entity shall not transfer any of its direct or indirect interests in the General Partner, in each case except (i) in connection with a transaction permitted under Section 11.2.B, (ii) in connection with any merger (including a triangular merger), consolidation or other combination with or into another Person following the consummation of which the equity holders of the surviving entity are substantially identical to the shareholders of the General Partner Entity, (iii) with the Consent of the Outside Limited Partners, (iv) to any Person that is, at the time of such transfer, an Affiliate of the General Partner Entity that is controlled by the General Partner Entity or (v) as otherwise expressly permitted under this Agreement, nor shall the General Partner withdraw as General Partner except in connection with a transaction permitted under Section 11.2.B or any merger, consolidation, or other combination permitted under clause (ii) of this Section 11.2.A.

B. Extraordinary Transactions. Either or both of the General Partner Entity or the General Partner may, without the consent of any Limited Partner or other Person, Transfer any or all of its directly or indirectly held Partnership Interests in connection with any merger (including, without limitation, a triangular merger), consolidation or other combination with or into another Person, sale of all or substantially all of its assets (other than in a transaction that is effected solely to change the General Partner or the General Partner Entity's state of organization or organizational form) or any reclassification, recapitalization or other change in outstanding Shares (other than a change in par value, or from par value to no par value, or as a result of a subdivision or combination as described in the definition of Conversion Factor) (each, an "**Extraordinary Transaction**"), if:

(i) in connection with such Extraordinary Transaction all Partners either will receive, or will have the right to elect to receive (and shall be provided the opportunity to make such an election if the holders of Shares generally are also provided such an opportunity), for each Common Unit, cash, securities, or other property in the same form as the holders of Shares, and equal in amount to the product of the Conversion Factor and the greatest amount of the cash, securities or other property, if any, paid (or to which a holder of Shares would be entitled), in consideration of one Share in connection with such Extraordinary Transaction, including at any time during the period from and after the date on which the Extraordinary Transaction is consummated; provided, however, that if in connection with the Extraordinary Transaction, a purchase, tender or exchange offer (a "**Tender Offer**") shall have been made to and accepted by the holders of the Notes percentage required for the approval of mergers under the organizational documents of the General Partner Entity, each holder of Partnership Units shall receive, or shall have the right to receive the greatest amount of cash, securities, or other property which such holder would have received a fully executed copy had it exercised the Redemption Right and received Shares in exchange for its Partnership Units immediately prior to the expiration of such Tender Offer and had thereupon accepted such Tender Offer;

(ii) all of the following conditions are met: (a) substantially all of the assets directly or indirectly owned by the surviving entity are owned directly or indirectly by the Partnership or another limited partnership or limited liability company which is the survivor of a corresponding amendment merger, consolidation or combination of assets with the Partnership (in each case, the "**Surviving**

Partnership"); (b) the Partners that held Common Units immediately prior to the Note Purchase Agreement, dated as consummation of April 12, 2016, between such Extraordinary Transaction own a percentage interest of the Company, New York Life Insurance Company Surviving Partnership based on the relative fair market value of the net assets of the Partnership and the other Purchasers (as defined therein) net assets of the Surviving Partnership immediately prior to the consummation of such transaction; (c) the rights, preferences and privileges in the Surviving Partnership of such Partners are at least as favorable as those in effect with respect to the Common Units immediately prior to the consummation of such transaction and as those applicable to any non-managing members or limited partners of the Surviving Partnership (other than holders of Preferred Units of the Surviving Partnership); and (d) the rights of such Partners include at least one of the following: (x) the right to redeem their interests in the Surviving Partnership for the consideration available to such persons pursuant to Section 11.2.B(i) or (y) the right to redeem their interests in the Surviving Partnership for cash on terms substantially equivalent to those in effect with respect to their Partnership Units immediately prior to the consummation of such transaction, or, if the ultimate controlling person of the Surviving Partnership has publicly traded common equity securities, such common equity securities, with an exchange ratio based on the determination of relative fair market value of such securities and Shares; or

(iii) the General Partner Entity is the surviving entity in the Extraordinary Transaction and the holders of Shares do not receive cash, securities, property or other consideration in the Extraordinary Transaction.

Section 11.3. Limited Partners' Rights to Transfer

A. General. Except to the extent expressly permitted in Sections 11.3.B and 11.3.C or in connection with the exercise of a Redemption Right pursuant to Section 8.6, a Limited Partner (other than the General Partner Entity, in its capacity as Limited Partner) may not transfer all or any portion of its Partnership Interest, or any of such Limited Partner's rights as a Limited Partner, without the prior written consent of the General Partner, which consent may be withheld in the General Partner's sole and absolute discretion. Any transfer otherwise permitted under Sections 11.3.B and 11.3.C shall be subject to the conditions set forth in Section 11.3.D, 11.3.E and 11.3.F, and all permitted transfers shall be subject to Sections 11.4, 11.5, and 11.6.

B. Incapacitated Limited Partner. If a Limited Partner is subject to Incapacity, the executor, administrator, trustee, committee, guardian, conservator or receiver of such document Limited Partner's estate shall have all the rights of a Limited Partner, but not more rights than those enjoyed by other Limited Partner, for the purpose of settling or managing the estate and such power as the Incapacitated Limited Partner possessed to transfer all or any part of its interest in the Partnership. The Incapacity of a Limited Partner, in and of itself, shall not dissolve or terminate the Partnership.

C. Permitted Transfers. Subject to Sections 11.3.D, 11.3.E, 11.3.F, 11.4, 11.5 and 11.6, a Limited Partner may transfer, with or without the consent of the General Partner, all or a portion of its Partnership Interest (i) in the case of a Limited Partner who is an individual, to a member of his Immediate Family, any trust formed for the benefit of himself and/or members of his Immediate Family, or any partnership, limited liability company, joint venture, corporation or other business entity comprised only of himself and/or members of his Immediate Family and entities the ownership interests in which are owned by or for the benefit of himself and/or members of his Immediate Family, (ii) in the case of a Limited Partner which is a trust, to the beneficiaries of such trust, (iii) in the case of a Limited Partner which is a partnership, limited liability company, joint

venture, corporation or other business entity to which Units were transferred pursuant to clause (i) above, to its partners, owners or stockholders, as the case may be, who are members of the Immediate Family of or are actually the Person(s) who transferred Partnership Units to it pursuant to clause (i) above, (iv) in the case of a Limited Partner which acquired Partnership Units as of the date hereof and which is a partnership, limited liability company, joint venture, corporation or other business entity, to its partners, owners, stockholders or Affiliates thereof, as the case may be, or the Persons owning the beneficial interests in any of its partners, owners or stockholders or Affiliates thereof (it being understood that this clause (iv) will apply to all of each Person's Partnership Interests whether the Partnership Units relating thereto were acquired on the date hereof or hereafter), (v) in the case of a Limited Partner which is a partnership, limited liability company, joint venture, corporation or other business entity other than any of the foregoing described in clause (iii) or (iv), in accordance with the terms of any agreement between such Limited Partner and the Partnership pursuant to which such Partnership Interest was issued, (vi) pursuant to a gift or other transfer without consideration, (vii) pursuant to applicable laws of descent or distribution, (viii) to another Limited Partner and (ix) pursuant to a grant of security interest or other encumbrance effectuated in a bona fide pledge transaction with a bona fide financial institution or as a result of the exercise of remedies related thereto, subject to the provisions of Section 11.3.F hereof. A trust or other entity will be considered formed "for the benefit" of a Partner's Immediate Family even though some other Person has a remainder interest under or with respect to such trust or other entity. This section shall not apply to a Partnership Interest if, at the time of the transfer, Section 8.6.G would prohibit the exercise of the Redemption Right with respect to such Partnership Interest (treating any LTIP Unit or AO LTIP Unit as if it had been converted into a Common Unit).

D. No Transfers Violating Securities Laws. The General Partner may prohibit any transfer of Partnership Units by a Limited Partner unless it receives a written opinion of legal counsel (which opinion and counsel shall be reasonably satisfactory to the Consenting Noteholders Partnership) to such Limited Partner to the effect that such transfer would not require filing of a registration statement under the Securities Act or would not otherwise violate any federal or state securities laws or regulations applicable to the Partnership or the Partnership Unit or, at the option of the Partnership, an opinion of legal counsel to the Partnership to the same effect.

E. No Transfers Affecting Tax Status of Partnership. No transfer of Partnership Units by a Limited Partner (including a redemption or exchange pursuant to Section 8.6) may be made to any Person if (i) in the opinion of legal counsel for the Partnership, there is a significant risk that it would result in the Partnership being treated as an association taxable as a corporation for U.S. federal income tax purposes or would result in a termination of the Partnership for U.S. federal income tax purposes (except as a result of the redemption or exchange for Shares of all Partnership Units held by all Limited Partners other than the General Partner or the General Partner Entity or any Subsidiary of the General Partner or the General Partner Entity or pursuant to a transaction expressly permitted under Section 11.2), (ii) in the opinion of legal counsel for the Partnership, there is a significant risk that it would adversely affect the ability of any REIT Partner to continue to qualify as a REIT or would subject any REIT Partner to any additional taxes under Section 857 or Section 4981 of the Code or (iii) such transfer is effectuated through an “established securities market” or a “secondary market (or the substantial equivalent thereof)” within the meaning of Section 7704 of the Code (provided that this clause (iii) shall not be the basis for limiting or restricting in any manner the exercise of the Redemption Right under Section 8.6 unless, and only to the extent that, outside tax

counsel provides to the General Partner an opinion to the effect that, in the absence of such limitation or restriction, there is a significant risk that the Partnership will be treated as a “publicly traded partnership” and, by reason thereof, taxable as a corporation).

F. No Transfers to Holders of Nonrecourse Liabilities. No pledge or transfer of any Partnership Units (including, for the avoidance of doubt, any pledge made pursuant to Section 11.3.C(ix)) may be made to a lender to the Partnership or any Person who is related (within the meaning of Section 1.752-4(b) of the Regulations) to any lender to the Partnership whose loan constitutes a Nonrecourse Liability unless (i) the General Partner is provided prior written notice thereof and (ii) the lender enters into an arrangement with the Partnership and the General Partner to exchange or redeem for the Redemption Amount any Partnership Units in which a security interest is held simultaneously with the time at which such lender would be deemed to be a partner in the Partnership for purposes of allocating liabilities to such lender under Section 752 of the Code.

Section 11.4. Substituted Limited Partners

A. Consent of General Partner. No Limited Partners shall have the right to substitute a transferee as a Limited Partner in its place. The General Partner shall, however, have the right to consent to the admission of a transferee of the interest of a Limited Partner pursuant to this Section 11.4 as a Substituted Limited Partner, which consent may be given or withheld by the General Partner in its sole and absolute discretion. The General Partner’s failure or refusal to permit a transferee of any such interests to become a Substituted Limited Partner shall not give rise to any cause of action against the Partnership or any Partner. The General Partner hereby grants its consent to the admission as a Substituted Limited Partner to any bona fide financial institution that loans money or otherwise extends credit to a holder of Partnership Units and thereafter becomes the owner of such Partnership Units pursuant to the exercise by such financial institution of its rights under a pledge of such Partnership Units granted in connection with such loan or extension of credit.

B. Rights of Substituted Partner. A transferee who has been admitted as a Substituted Limited Partner in accordance with this Article XI shall have all the rights and powers and be subject to all the restrictions and liabilities of a Limited Partner under this Agreement. The admission of any transferee as a Substituted Limited Partner shall be conditioned upon the transferee executing and delivering to the Partnership an acceptance of all the terms and conditions of this Agreement (including, without limitation, the provisions of Section 15.11) and such other documents or instruments as may be required or advisable, in the sole and absolute discretion of the General Partner, to effect the admission, each in form and substance reasonably satisfactory to the General Partner.

C. Partner Registry. Upon the admission of a Substituted Limited Partner, the General Partner shall update the Partner Registry in the books and records of the Partnership as it deems necessary to reflect such admission in the Partner Registry.

Section 11.5. Assignees.

If the General Partner, in its sole and absolute discretion, does not consent to the admission of any permitted transferee under Section 11.3 as a Substituted Limited Partner, as described in Section 11.4, such transferee shall be considered an Assignee for purposes of this Agreement. An

Assignee shall be entitled to all the rights of an assignee of a limited partnership interest under the Act, including the right to receive distributions from the Partnership and the share of Net Income, Net Losses, gain, loss and Recapture Income attributable to the Partnership Units assigned to such transferee, and shall have the rights granted to the Limited Partners under Section 8.6, but shall not be deemed to be a holder of Partnership Units for any other purpose under this Agreement, and shall not be entitled to vote such Partnership Units in any matter presented to the Limited Partners for a vote (such Partnership Units being deemed to have been voted on such matter in the same proportion as all other Partnership Units held by Limited Partners are voted). If any such transferee desires to make a further assignment of any such Partnership Units, such transferee shall be subject to all the provisions of this Article XI to the same extent and in the same manner as any Limited Partner desiring to make an assignment of Partnership Units.

Section 11.6. General Provisions

A. Withdrawal of Limited Partner. No Limited Partner may withdraw from the Partnership other than as a result of a permitted transfer of all of such Limited Partner's Partnership Units in accordance with this Article XI or pursuant to redemption of all of its Partnership Units under Section 8.6.

B. Termination of Status as Limited Partner. Any Limited Partner who shall transfer all of its Partnership Units in a transfer permitted pursuant to this Article XI where such transferee was admitted as a Substituted Limited Partner or pursuant to redemption of all of its Partnership Units under Section 8.6 shall cease to be a Limited Partner.

C. Timing of Transfers. Transfers pursuant to this Article XI may only be made upon ten (10) Business Days prior notice to the General Partner, unless the General Partner otherwise agrees.

D. Allocations. If any Partnership Interest is transferred during any quarterly segment of the Partnership's fiscal year in compliance with the provisions of this Article XI or redeemed or transferred pursuant to Section 8.6, Net Income, Net Losses, each item thereof and all other items attributable to such interest for such fiscal year shall be divided and allocated between the transferor Partner and the transferee Partner by taking into account their varying interests during the fiscal year in accordance with Section 706(d) of the Code and corresponding Regulations, as determined by the General Partner. All distributions of Available Cash attributable to any Partnership Unit with respect to which the Partnership Record Date is before the date of such transfer, assignment or redemption shall be made to the transferor Partner or the Redeeming Partner, as the case may be, and, in the case of a transfer or assignment other than a redemption, all distributions of Available Cash thereafter attributable to such Partnership Unit shall be made to the transferee Partner.

E. Additional Restrictions. In addition to any other restrictions on transfer herein contained, including without limitation the provisions of Article VII and this Article XI, in no event may any transfer or assignment of a Partnership Interest by any Partner (including pursuant to Section 8.6) be made without the express consent of the General Partner, in its sole and absolute discretion, (i) to any person or entity who lacks the legal right, power or capacity to own a Partnership Interest; (ii) in violation of applicable law; (iii) of any component portion of a Partnership Interest, such as the Capital Account, or rights to distributions, separate and apart from all other components of a Partnership Interest; (iv) if in the opinion of legal counsel to the

Partnership, there is a significant risk that such transfer would cause a termination of the Partnership for federal or state income tax purposes (except as a result of the redemption or exchange for Shares of all Partnership Units held by all Limited Partners other than the General Partner, the General Partner Entity, or any Subsidiary of either, or pursuant to a transaction expressly permitted under Section 11.2); (v) if in the opinion of counsel to the Partnership, there is a significant risk that such transfer would cause the Partnership to cease to be classified as a partnership for U.S. federal income tax purposes (except as a result of the redemption or exchange for Shares of all Units held by all Limited Partners other than the General Partner, the General Partner Entity, or any Subsidiary of either, or pursuant to a transaction expressly permitted under Section 11.2); (vi) if such transfer requires the registration of such Partnership Interest pursuant to any applicable federal or state securities laws; (vii) if such transfer is effectuated through an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code or such transfer causes the Partnership to become a "publicly traded partnership," as such term is defined in Section 469(k)(2) or Section 7704(b) of the Code (provided that, this clause (vii) shall not be the basis for limiting or restricting in any manner the exercise of the Redemption Right under Section 8.6 unless, and only to the extent that, outside tax counsel provides to the General Partner an opinion to the effect that, in the absence of such limitation or restriction, there is a significant risk that the Partnership will be treated as a "publicly traded partnership" and, by reason thereof, taxable as a corporation); (viii) if such transfer subjects the Partnership or the activities of the Partnership to regulation under the Investment Company Act of 1940, the Investment Advisors Act of 1940 or ERISA, each as amended; (ix) if, in the sole and absolute discretion of the General Partner, such transfer could adversely affect the ability of any REIT Partner to remain qualified as a REIT; or (x) if in the opinion of legal counsel for the Partnership, there is a risk that such transfer would adversely affect the ability of any REIT Partner to continue to qualify as a REIT or subject any REIT Partner to any additional taxes under Section 857 or Section 4981 of the Code.

F. Avoidance of “Publicly Traded Partnership” Status. The General Partner shall monitor the transfers of interests in the Partnership to determine (i) if such interests are being traded on an “established securities market” or a “secondary market (or the substantial equivalent thereof)” within the meaning of Section 7704 of the Code and (ii) whether additional transfers of interests would result in the Partnership being unable to qualify for at least one of the “safe harbors” set forth in Regulations Section 1.7704-1 (or such other guidance subsequently published by the IRS setting forth safe harbors under which interests will not be treated as “readily tradable on a secondary market (or the substantial equivalent thereof)” within the meaning of Section 7704 of the Code) (the “**Safe Harbors**”). The General Partner shall take all steps reasonably necessary or appropriate (as determined by it in its sole discretion) to prevent any trading of interests or any recognition by the Partnership of transfers made on such markets and, except as otherwise provided herein, to cause the Partnership to comply with the terms of at least one of the Safe Harbors. If, pursuant to its authority under this Section 11.6.F, the General Partner determines that there is a reasonable possibility that the Partnership’s attempt to comply with one of the Safe Harbors could result in not all requests for redemption of Partnership Units pursuant to Section 8.6 being honored for any taxable year, then the General Partner may (but shall not be required to) implement such measures as it determines appropriate (as determined by it in its sole discretion exercised in good faith) to apportion the available opportunities to redeem Partnership Units during such year in a manner that would qualify for one or more of the Safe Harbors among those Partners desiring to redeem Partnership Units during the taxable year.

ARTICLE XII
ADMISSION OF PARTNERS

Section 12.1. Admission of a Successor General Partner

A successor to all of the General Partner’s General Partner Interest pursuant to Section 11.2 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective upon such transfer. Any such successor shall carry on the business of the Partnership without dissolution. In such case, the admission shall be subject to such successor General Partner executing and delivering to the Partnership an acceptance of all of the terms and conditions of this Agreement and such other documents or instruments as may be required to effect the admission.

Section 12.2. Admission of Additional Limited Partners

A. General. No Person shall be admitted as an Additional Limited Partner without the consent of the General Partner, which consent shall be given or withheld in the General Partner’s sole and absolute discretion. A Person who makes a Capital Contribution to the Partnership in accordance with this Agreement or who exercises an option to receive Partnership Units shall be admitted to the Partnership as an Additional Limited Partner only with the consent of the General Partner and only upon furnishing to the General Partner (i) evidence of acceptance in form satisfactory to the General Partner of all of the terms and conditions of this Agreement, including, without limitation, the power of attorney granted in Section 15.11 and (ii) such other documents or instruments as may be required in the discretion of the General Partner to effect such Person’s admission as an Additional Limited Partner. The admission of any Person as an Additional Limited Partner shall become effective concurrent on the date upon which the name of such Person is recorded on the books and records of the Partnership, following the consent of the General Partner to such admission.

B. Allocations to Additional Limited Partners. If any Additional Limited Partner is admitted to the Partnership on any day other than the first day of a Fiscal Year, then Net Income, Net Losses, each item thereof and all other items allocable among Partners and Assignees for such Fiscal Year shall be allocated among such Additional Limited Partner and all other Partners and Assignees by taking into account their varying interests during the Fiscal Year in accordance with Section 706(d) of the Code, using the interim closing of the books method (unless the General Partner, in its sole and absolute discretion, elects to adopt a daily, weekly or monthly proration method, in which event Net Income, Net Losses, and each item thereof would be prorated based upon the applicable period selected by the General Partner). Solely for purposes of making such allocations, at the discretion of the General Partner, each of such items for the calendar month in which an admission of any Additional Limited Partner occurs shall be allocated among all the Partners and Assignees including such Additional Limited Partner. All distributions of Available Cash with respect to which the Partnership Record Date is before the date of such admission shall be made solely to Partners and Assignees other than the Additional Limited Partner, and all distributions of Available Cash thereafter shall be made to all the Partners and Assignees including such Additional Limited Partner.

Section 12.3. Amendment of Agreement and Certificate of Limited Partnership

For the admission to the Partnership of any Partner, the General Partner shall take all steps necessary and appropriate under the Act to amend the records of the Partnership and, if necessary, to prepare as soon as practical an amendment of this Agreement (including an amendment to the Partner Registry) and, if required by law, shall prepare and file an amendment to the Certificate of Limited Partnership and may for this purpose exercise the power of attorney granted pursuant to Section 15.11 hereof.

ARTICLE XIII
DISSOLUTION AND LIQUIDATION

Section 13.1. Dissolution

The Partnership shall not be dissolved by the admission of Substituted Limited Partners or Additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the withdrawal of the General Partner, any successor General Partner shall continue the business of the Partnership. The Partnership shall dissolve, and its affairs shall be wound up, upon the first to occur of any of the following ("**Liquidating Events**"):

(i) an event of withdrawal of the General Partner (other than an event of bankruptcy), unless within ninety (90) days after the withdrawal, the Consent of the Outside Limited Partners to continue the business of the Partnership and to the appointment, effective as of the date of withdrawal, of a substitute General Partner is obtained;

(ii) an election to dissolve the Partnership made by the General Partner, in its sole and absolute discretion;

(iii) entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Act;

(iv) ninety (90) days after the sale of all or substantially all of the assets and properties of the Partnership for cash or for marketable securities; or

(v) a final and non-appealable judgment is entered by a court of competent jurisdiction ruling that the General Partner is bankrupt or insolvent, or a final and non-appealable order for relief is entered by a court with appropriate jurisdiction against the General Partner, in each case under any federal or state bankruptcy or insolvency laws as now or hereafter in effect, unless prior to or at the time of the entry of such order or judgment, the Consent of the Outside Limited Partners is obtained to continue the business of the Partnership and to the appointment, effective as of a date prior to the effectiveness date of this letter agreement; such order or judgment, of a substitute General Partner.

Section 13.2. Winding Up

A. General. Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Partners. No Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs.

(c)

The General Partner (or, if there is no remaining General Partner, any Person elected by a majority in interest of the fees Limited Partners (the "**Liquidator**")) shall be responsible for overseeing the winding up and expenses dissolution of Vedder Price P.C., counsel the Partnership and shall take full account of the Partnership's liabilities and property and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom (which may, to the extent determined by the General Partner, include equity or other securities of the General Partner or any other entity) shall be applied and distributed in the following order:

(i) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the Partners;

(ii) Second, to the payment and discharge of all of the Partnership's debts and liabilities to the General Partner;

(iii) Third, to the payment and discharge of all of the Partnership's debts and liabilities to the Limited Partners;

(iv) Fourth, to the holders of Partnership Interests that are entitled to any preference in distribution upon liquidation in accordance with the Notes, rights of any such class or series of Partnership Interests (and, within each such class or series, to each holder thereof pro rata based on its Percentage Interest in such class); and

(v) The balance, if any, to the Partners, including, without limitation, the holders of Vested LTIP Units, in accordance with their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

The General Partner shall not receive any additional compensation for any services performed pursuant to this Article XIII, other than reimbursement of its expenses as provided in Section 7.4.

B. DeferredLiquidation. Notwithstanding the provisions of Section 13.2.A which require liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if prior to or upon dissolution of the Partnership the Liquidator determines that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners, the Liquidator may, in its sole and absolute discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (including to those Partners as creditors) or distribute to the Partners, in lieu of cash, as tenants in common and in accordance with the provisions of Section 13.2.A, undivided interests in such Partnership assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be made only if, in the good faith judgment of the Liquidator, such distributions in kind are in the best interest of the Partners, and shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

Section 13.3. Compliance With Timing Requirements of Regulations; Restoration of Deficit Capital Accounts

A. Timing of Distributions. If the Partnership is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made under this Article XIII to the General Partner and Limited Partners who have been paid by positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). In the Company, discretion of the General Partner, a pro rata portion of the distributions that would otherwise be made to the General Partner and Limited Partners pursuant to this Article XIII may be: (A) distributed to a trust established for the benefit of the General Partner and Limited Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership and paying any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the negotiation, preparation, approval, execution Partnership (in which case the assets of any such trust shall be distributed to the General Partner and delivery Limited Partners from time to time, in the reasonable discretion of the General Partner, in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the General Partner and Limited Partners pursuant to this Agreement); or (B) withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Partnership; provided that such withheld amounts shall be distributed to the General Partner and Limited Partners as soon as practicable.

B. Restoration of Deficit Capital Accounts Upon Liquidation of the Partnership. If any Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such liquidation occurs), such Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever, except as otherwise set forth in this Section 13.3.B, or as otherwise expressly agreed in writing by the affected Partner and the Partnership. Notwithstanding the foregoing, (i) if the General Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, and allocations for all Partnership Years or portions thereof, including the year during which such liquidation occurs), the General Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3); (ii) if a Loss Allocation Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, and allocations for all Partnership Years or portions thereof, including the year during which such liquidation occurs), such Loss Allocation Partner shall be obligated to make a contribution to the Partnership with respect to any such deficit balance in such Loss Allocation Partner's Capital Account upon a liquidation of the Partnership in an amount equal to the lesser of such deficit balance or such Loss Allocation Partner's Loss Allocation Amount; and (iii) the first sentence of this Agreement.Section 13.3.B shall not apply with respect to any other Partner to the extent, but only to such extent, that such Partner previously has agreed in writing, with the consent of the General Partner, to undertake an express obligation to restore all or any portion of a deficit that may exist in its Capital Account upon a liquidation of the Partnership. No Limited Partner shall have any right to become a Loss Allocation Partner, to increase its Loss Allocation Amount, or otherwise agree to restore any portion of any deficit that may exist in its Capital Account without the express written consent of the General Partner, in its sole and absolute discretion. Any contribution required

SECTION 4. of a Partner under this Miscellaneous Section 13.3.B. shall be made on or before the later of (i) the end of the Partnership Year in which the interest is liquidated or (ii) the ninetieth (90th) day following the date of such liquidation. The proceeds of any contribution to the Partnership made by a Loss Allocation Partner with respect to a deficit in such Loss Allocation Partner's Capital Account balance shall be treated as a Capital Contribution by such Loss Allocation Partner and the proceeds thereof shall be treated as assets of the Partnership to be applied as set forth in Section 13.2.A.

4.01. Section 13.4. No Further Amendment Rights of Limited Partners.

Except as otherwise provided in this Agreement, (i) each Limited Partner shall look solely to the Note Purchase assets of the Partnership for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Partnership. Except as otherwise expressly provided in this Agreement, no Limited Partner shall have priority over any other Limited Partner as to the return of its Capital Contributions, distributions, or allocations.

Section 13.5. Notice of Dissolution

If a Liquidating Event occurs or an event occurs that would, but for provisions of an election or objection by one or more Partners pursuant to Section 13.1, result in a dissolution of the Partnership, the General Partner shall, within thirty (30) days thereafter, provide written notice thereof to each of the Partners and to all other parties with whom the Partnership regularly conducts business (as determined in the discretion of the General Partner).

Section 13.6. Cancellation of Certificate of Limited Partnership

Upon the completion of the liquidation of the Partnership cash and property as provided in Section 13.2, the Partnership shall be terminated and the Notes Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall remain unchanged be canceled and in full force such other actions as may be necessary to terminate the Partnership shall be taken.

Section 13.7. Reasonable Time for Winding Up

A reasonable time shall be allowed for the orderly winding up of the business and effect affairs of the Partnership and (ii) the execution, delivery liquidation of its assets pursuant to Section 13.2, to minimize any losses otherwise attendant upon such winding-up, and performance the provisions of this Agreement shall not constitute a waiver remain in effect among the Partners during the period of any provision liquidation.

Section 13.8. Waiver of or operate as a waiver of Partition

Each Partner hereby waives any right power or remedy of any Party under the Note Purchase Agreement or the Notes. Notwithstanding anything contained herein, the amendments contained in this Agreement (x) are limited as specified and relate solely to the provisions partition of the Note Purchase Agreement Partnership property.

Section 13.9. Liability Of Liquidator

The Liquidator shall be indemnified and held harmless by the Partnership in the same manner and to the extent described herein, (y) same degree as an Indemnitee may be indemnified pursuant to Section 7.7.

ARTICLE XIV
AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS

Section 14.1. Amendments

A. General. The General Partner's prior written consent shall not be effective for required to amend or waive any other purpose or transaction and (z) do not constitute an amendment or basis for a subsequent amendment, provisions of this Agreement. The General Partner, without consent or waiver of any of the provisions Limited Partners, may amend this Agreement in any respect except as set forth in this Article XIV or as otherwise expressly set forth in this Agreement.

B. Amendments Requiring Consent of the Note Purchase Agreement Outside Limited Partners. The following amendments (whether made pursuant to any merger (whether or not the Partnership is the surviving or resulting entity therefrom), consolidation, reorganization, by operation of law or otherwise) shall require Consent of the Outside Limited Partners (and, when used herein, references to adversely affecting the Partners shall refer only to the Partners who are not excluded from providing consent within the definition of "Consent of the Outside Limited Partners"):

(i) any amendment to Section 8.5, Section 8.6, their related defined terms or otherwise affecting the operation of the Conversion Factor or the Notes. Redemption Right, except as permitted pursuant to Section 8.6.E, in each case in a manner that adversely affects the Partners in any material respects;

4.02. (ii) Counterparts; Integration any amendment to . Article V, its related defined terms or otherwise affecting the rights of the Partners to receive the distributions payable to them hereunder, other than in connection with the creation or issuance of new or additional Partnership Interests pursuant to Section 4.2 and except as permitted pursuant to Section 4.2 and Section 5.5, in each case in a manner that adversely affects the Partners in any material respects;

(iii) any amendment to Article VI, its related defined terms or otherwise that would materially alter the Company's allocation of profit and loss to the Partners, other than in connection with the creation or issuance of new or additional Partnership Interests pursuant to Section 4.2 and except as permitted pursuant to Section 6.2;

(iv) any amendment that would modify the limited liability of a Partner (provided any such amendment shall also require the consent of the applicable Partner) or impose on the Partners any obligation to make additional Capital Contributions to the Company; or

(v) any amendment to Section 4.2.A (proviso only), Section 7.5, Section 11.2, Section 11.3 and this Section 14.1.B, in each case together with their related defined terms.

C. Other Amendments Requiring Certain Limited Partner Approval. This Agreement may not be executed amended or otherwise modified (i) in a manner that disproportionately adversely affects a Partner in respect of any number class of counterparts (which counterparts Units (solely in a Partner's capacity as a Partner holding such class of Units) as compared to other Partners holding Units of the same class (solely in such other

Partners' capacity as a holder of the same class of Units) or (ii) to the extent any provision hereof or related definition relates solely to a specific Partner, in each case of clause (i) and (ii), without the consent of such Partner.

D. The General Partner shall notify the Partners in writing of any amendment or waiver not requiring the Consent of the Outside Limited Partners or any other Partner(s) made pursuant to Section 14.1.A in the next regular communication to the Partners or within ninety (90) days of such amendment, whichever is earlier. For any amendment or waiver requiring the Consent of the Outside Limited Partners pursuant to Section 14.1.B, the General Partner shall seek the written Consent of the Outside Limited Partners as set forth in Section 14.2 on such proposed amendments or waivers or shall call a meeting to vote thereon and to transact any other business that it may be delivered deem appropriate. For purposes of obtaining a written Consent, the General Partner may require a response within a reasonable specified time, but not less than fifteen (15) days, and failure of a Partner to respond in electronic (.pdf) format), all of which taken together such time period shall constitute one and a Consent consistent with the same instrument and any Party to this Agreement may execute this Agreement by signing any such counterpart; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to recommendation of the same counterpart. This Agreement constitutes the entire agreement and understanding among the Parties to this Agreement General Partner with respect to the matters covered applicable proposal. Any such proposed amendment or waiver shall be adopted and be effective as an amendment or waiver hereto if it is approved by the General Partner and receives the Consent of the Outside Limited Partners, as applicable, in accordance with Sections 14.1.B and Section 14.1.C.

E. Amendment and Restatement of Partner Registry Not an Amendment. Notwithstanding anything in this Article XIV or elsewhere in this Agreement to the contrary, any amendment and restatement of the Partner Registry by the General Partner to reflect events or changes otherwise authorized or permitted by this Agreement shall not be deemed an amendment of this Agreement and supersedes may be done at any time and from time to time, as determined by the General Partner without the Consent of the Limited Partners and without any notice requirement.

Section 14.2. Meetings of the Partners

A. General. Meetings of the Partners may be called by the General Partner and shall be called upon the receipt by the General Partner of a written request by Limited Partners holding Partnership Interests representing twenty-five percent (25%) or more of the Percentage Interest of the Common Units. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Partners not less than seven (7) days nor more than thirty (30) days prior agreements to the date of such meeting. Partners may vote in person or by proxy at such meeting. Whenever the vote or Consent of Partners is permitted or required under this Agreement, such vote or Consent may be given at a meeting of Partners or may be given in accordance with the procedure prescribed in Section 14.1.A. Except as otherwise expressly provided in this Agreement, the Consent of holders of Partnership Interests representing a majority of the Percentage Interests of the Common Units shall control.

B. Actions Without a Meeting. Except as otherwise expressly provided by this Agreement, any action required or permitted to be taken at a meeting of the Partners may be taken without a meeting if a written consent setting forth the action so taken is signed by Partners holding Partnership Interests representing more than fifty percent (50%) (or such other percentage as is expressly required by this Agreement) of the Percentage Interest of the Common Units. Such consent may be in one instrument or in several instruments, and understandings, shall have the same force and effect as a vote of Partners. Such consent shall be filed with the General Partner. An action so taken shall be deemed to have been taken at a meeting held on the date on which written consents from the Partners holding the required Percentage Interest of the Common Units have been filed with the General Partner.

C. Proxy. Each Limited Partner may authorize any Person or Persons to act for him by proxy on all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Limited Partner executing it, such revocation to be effective upon the Partnership's receipt of written notice thereof.

D. Conduct of Meeting. Each meeting of Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to such rules for the conduct of the meeting as the General Partner or such other Person deem appropriate.

ARTICLE XV
GENERAL PROVISIONS

Section 15.1. Addresses and Notice

Any notice, demand, request or report required or permitted to be given or made to a Partner or Assignee under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written or oral, with respect to such matters. The use of electronic signatures and communication (including by telecopy, facsimile, electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature mail or use of a paper-based record-keeping system commercial courier service) to the fullest extent permitted by applicable law. Partner or Assignee at the address set forth in the Partner Registry or such other address as the Partners shall notify the General Partner in accordance with this Section 15.1.

4.03. Section 15.2. Successors Titles and Assigns Captions

All Article or Section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles" "Sections" and "Exhibits" are to Articles, Sections and Exhibits of this Agreement.

Section 15.3. . Pronouns And Plurals

Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

Section 15.4. Further Action

The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 15.5. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 15.6. Creditors

Other than as expressly set forth herein with regard to any Indemnitee, none of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 15.7. Waiver

No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

Section 15.8. Counterparts

This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. "pdf" format) shall be effective as delivery of a manually executed counterpart hereof. Each party shall become bound by this Agreement immediately upon affixing its signature hereto.

Section 15.9. Applicable Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

Section 15.10. Invalidity Of Provisions

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 15.11. Power Of Attorney

A. General. Each Limited Partner and each Assignee who accepts Partnership Units (or any rights, benefits or privileges associated therewith) is deemed to irrevocably constitute and appoint the General Partner, any Liquidator and authorized officers and attorneys-in-fact of each, and each of those acting singly, in each case with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (a) all certificates, documents and other instruments (including, without limitation, this Agreement and their respective successors the Certificate of Limited Partnership and permitted assigns.

4.05. Governing Law; Jurisdiction. Sections 22.6 (*Governing Law*) and 22.7 (*Jurisdiction and Process; Waiver of Jury Trial*) all amendments or restatements thereof) that the General Partner or any Liquidator deems appropriate or necessary to form, qualify or continue the existence or qualification of the Note Purchase Agreement shall apply *mutatis mutandis* to this Agreement Partnership as if set out herein. a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and in all other jurisdictions in which the Partnership may conduct business or own property, (b) all instruments that

the General Partner or any Liquidator deem appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement in accordance with its terms, (c) all conveyances and other instruments or documents that the General Partner or any Liquidator deems appropriate or necessary to reflect the dissolution and liquidation of the Partnership pursuant to the terms of this Agreement, including, without limitation, a certificate of cancellation, (d) all instruments relating to the admission, withdrawal, removal or substitution of any Partner pursuant to, or other events described in, Article XI, Article XII or Article XIII hereof or the Capital Contribution of any Partner and (e) all certificates, documents and other instruments relating to the determination of the rights, preferences and privileges of Partnership Interests; and

(ii) execute, swear to, acknowledge and file all ballots, consents, approvals, waivers, certificates and other instruments appropriate or necessary, in the sole and absolute discretion of the General Partner or any Liquidator, to make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action which is made or given by the Partners hereunder or is consistent with the terms of this Agreement or appropriate or necessary, in the sole and absolute discretion of the General Partner or any Liquidator, to effectuate the terms or intent of this Agreement.

Nothing contained in this Section 15.11 shall be construed as authorizing the General Partner or any Liquidator to amend this Agreement except in accordance with Article XIV hereof or as may be otherwise expressly provided for in this Agreement.

B. Irrevocable Nature. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, in recognition of the fact that each of the Partners will be relying upon the power of the General Partner or any Liquidator to act as contemplated by this Agreement in any filing or other action by it on behalf of the Partnership, and it shall survive and not be affected by the subsequent Incapacity of any Limited Partner or Assignee and the transfer of all or any portion of such Limited Partner's or Assignee's Partnership Units and shall extend to such Limited Partner's or Assignee's heirs, successors, assigns and personal representatives. Each such Limited Partner or Assignee hereby agrees to be bound by any representation made by the General Partner or any Liquidator, acting in good faith pursuant to such power of attorney; and each such Limited Partner or Assignee hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the General Partner or any Liquidator, taken in good faith under such power of attorney. Each Limited Partner or Assignee shall execute and deliver to the General Partner or the Liquidator, within fifteen (15) days after receipt of the General Partner's or Liquidator's request therefor, such further designation, powers of attorney and other instruments as the General Partner or the Liquidator, as the case may be, deems necessary to effectuate this Agreement and the purposes of the Partnership.

Section 15.12. Entire Agreement

This Agreement contains the entire understanding and agreement among the Partners with respect to the subject matter hereof and supersedes any prior written oral understandings or agreements among them with respect thereto.

[Section 15.13. Signature Pages Follow No Rights As Unitholders or Shareholders

Nothing contained in this Agreement shall be construed as conferring upon the holders of the Partnership Units any rights whatsoever as unitholders or shareholders of the General Partner or General Partner Entity, including, without limitation, any right to receive dividends or other distributions made to shareholders of the General Partner or General Partner Entity or to vote or to consent or receive notice as unitholders or shareholders in respect to any meeting of unitholders or shareholders for the election of trustees (or directors, if applicable) of the General Partner or General Partner Entity or any other matter.

Section 15.14.] Limitation To Preserve REIT Status

To the extent that any amount paid or credited to a REIT Partner or any of its officers, trustees, employees or agents pursuant to Section 7.4 or Section 7.7 would constitute gross income to such REIT Partner for purposes of Section 856(c)(2) or 856(c)(3) of the Code (a "**REIT Partner Payment**") then, notwithstanding any other provision of this Agreement, the amount of such REIT Partner Payment for any fiscal year shall not exceed the lesser of:

(i) an amount equal to the excess, if any, of (a) 4% of such REIT Partner's total gross income (within the meaning of Section 856(c)(3) of the Code but not including the amount of any REIT Partner Payments) for the fiscal year which is described in subsections (A) though (H) of Section 856(c)(2) of the Code over (b) the amount of gross income (within the meaning of Section 856(c)(2) of the Code) derived by such REIT

Partner from sources other than those described in subsections (A) through (H) of Section 856(c)(2) of the Code (but not including the amount of any REIT Partner Payments); or

(ii) an amount equal to the excess, if any of (a) 24% of such REIT Partner's total gross income (but not including the amount of any REIT Partner Payments) for the fiscal year which is described in subsections (A) through (I) of Section 856(c)(3) of the Code over (b) the amount of gross income (within the meaning of Section 856(c)(3) of the Code but not including the amount of any REIT Partner Payments) derived by such REIT Partner from sources other than those described in subsections (A) through (I) of Section 856(c)(3) of the Code;

provided, however, that REIT Partner Payments in excess of the amounts set forth in subparagraphs (1) and (2) above may be made if such REIT Partner, as a condition precedent, obtains an opinion of tax counsel that the receipt of such excess amounts would not adversely affect such REIT Partner's ability to qualify as a REIT. To the extent REIT Partner Payments may not be made in a year due to the foregoing limitations, such REIT Partner Payments shall carry over and be treated as arising in the following year, provided, however, that such amounts shall not carry over for more than five years, and if not paid within such five year period, shall expire; provided further, that (i) as REIT Partner Payments are made, such payments shall be applied first to carry over amounts outstanding, if any, and (ii) with respect to carry over amounts for more than one Fiscal Year, such payments shall be applied to the earliest Fiscal Year first.

IN WITNESS WHEREOF, the parties hereto have caused executed this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

PUBLIC STORAGE

By: /s/ Tom Boyle

Name: Tom Boyle

Title: Chief Financial and Investment Officer

[*Signature Page to Amendment No. 1 to 2015 Pru Note Purchase Agreement – Public Storage*]

This Agreement is hereby accepted and agreed to as of the date first written above.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: PGIM, Inc., as investment manager

By: /s/ Adolfo Cabrera
Name: Adolfo Cabrera
Title: Vice President

PRUDENTIAL LEGACY INSURANCE COMPANY OF NEW JERSEY

By: PGIM, Inc., as investment manager

By: /s/ Adolfo Cabrera
Name: Adolfo Cabrera
Title: Vice President

PRUCO LIFE INSURANCE COMPANY

By: PGIM, Inc., as investment manager

By: /s/ Adolfo Cabrera
Name: Adolfo Cabrera
Title: Vice President

[*Signature Page to Amendment No. 1 to 2015 Pru Note Purchase Agreement – Consenting Noteholders*]

Exhibit 10.3

Execution Version

AMENDMENT NO. 1 TO NOTE PURCHASE AGREEMENT

This AMENDMENT NO. 1 (this "**Agreement**"), dated as of July 28, 2023 is made by and among PUBLIC STORAGE, a real estate investment trust formed under the laws of the State of Maryland (the "**Company**"), and certain holders of Notes (the "**Consenting Noteholders**") party to the Note Purchase Agreement (as defined below). Each of the Company and the Consenting Noteholders is, individually, a "**Party**" and collectively, the "**Parties**".

WHEREAS, reference is hereby made to that certain Note Purchase Agreement, dated as of April 12, 2016, by and among the Company and the Purchasers party thereto (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Note PurchaseAgreement**");

WHEREAS, the Company wishes to complete a transaction (the "**UPREIT Transaction**") pursuant to which the Company will become a direct or indirect subsidiary of a real estate investment trust formed under the laws of the State of Maryland (the "**New REIT**"), shares of which will have trading privileges on the New York Stock Exchange;

WHEREAS, following the UPREIT Transaction, New REIT will maintain its tax status as a REIT but the Company will become a disregarded entity for federal income tax purposes and no longer treated as a REIT for tax purposes;

WHEREAS, the Company and the Consenting Noteholders wish to amend the Note Purchase Agreement in connection with the UPREIT Transaction in order to, among other things, reflect that, following the UPREIT Transaction, the New REIT will be required to maintain status as a REIT in lieu of the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Definitions. All capitalized terms used, but not otherwise defined, herein, including in the introductory and recital paragraphs above, shall have the meanings assigned thereto in Schedule A of the Note Purchase Agreement (except as amended by Section 2 below). References in the Note Purchase Agreement (including references in the Note Purchase Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Note Purchase Agreement as amended hereby.

SECTION 2. Amendment to the Note Purchase Agreement. The Note Purchase Agreement is hereby amended as follows (the "**Amendment**"):

2.01 Amendment to Section 7. Section 7.1 of the Note Purchase Agreement is hereby amended by deleting the period at the end of clause (f) thereof and replacing such period with "; or", and by adding a new clause (g) thereof, as follows:

"(g) Other Financial Information — notwithstanding anything to the contrary in this Section 7, following the consummation of the Reorganization, if at any time the Company ceases to be a public reporting company, the Company will be permitted to satisfy its obligations with respect to financial information relating to the Company and its Subsidiaries described in Sections 7.1(a) and (b) by furnishing such financial information relating to the REIT Entity and its Subsidiaries; *provided* that the same is accompanied by consolidating information that explains in reasonable detail any material differences between the information relating to the REIT Entity and its Subsidiaries, on the one hand, and the information relating to the Company and its Subsidiaries on a standalone basis, on the other hand, with respect to the applicable consolidated balance sheet and the applicable consolidated income statement."

2.02. Amendment to Section 9.8. Section 9.8(c) of the Note Purchase is hereby amended by adding the following sentences at the end thereof:

"The Company further agrees that on and after the Reorganization, at all such times as any direct or indirect parent company of the Company is a borrower or guarantor under or with respect to the Principal Bank Facility, such parent company shall also be a guarantor under this Agreement. In connection with any such parent company becoming a guarantor, the Company shall provide substantially similar documentation in respect thereof as would be required for any new Subsidiary Guarantor pursuant to Section 9.8(a)."

2.03. Amendment to Section 9.9. Section 9.9 (*REIT Status*) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

"Prior to the Reorganization, the Company shall maintain its status as, and election to be treated as, a REIT. On and after the Reorganization, the REIT Entity shall maintain its status as, and election to be treated as, a REIT."

2.04. Amendments to Schedule A.

(b) Schedule A (*Defined Terms)* of the Note Purchase Agreement is hereby amended by adding the following definitions in alphabetical order to such schedule:

"**REIT Entity**" is defined in the definition of Reorganization.

"**Reorganization**" means a transaction pursuant to which the Company elects to reorganize its corporate organizational structure to implement an "umbrella partnership" real estate investment trust structure whereby upon the consummation of the transaction, (i) the Company shall become a direct or indirect subsidiary of a REIT whose shares have trading privileges on the New York Stock Exchange or the NYSE American or which is subject to price quotations on The NASDAQ Stock Market's National Market System (the "**REIT Entity**") and (ii) the REIT Entity shall own substantially all of its assets and conduct substantially all of its operations through a limited partnership, limited liability company or other registered business organization (or any Subsidiary thereof) (other than a general partnership) under the laws of any state of the United States or the District of Columbia of which the REIT Entity (or a Wholly Owned Subsidiary of the REIT Entity) is the general partner, manager, or managing member, as applicable.

SECTION 3. Effectiveness.This Agreement shall become effective upon:

(a) the execution and delivery of this Agreement by the Company and the Consenting Noteholders, which constitute the "Required Holders" under the Note Purchase Agreement;

(b) the holders of the Notes shall have received a fully executed copy of a corresponding amendment to the Note Purchase Agreement, dated as of November 3, 2015, between the Company, The Prudential Insurance Company of America and the other Purchasers (as defined therein), and such document shall be reasonably satisfactory to the Consenting Noteholders and shall have become effective concurrent with or prior to the effectiveness of this letter agreement; and

(c) the fees and expenses of Vedder Price P.C., counsel to the holders of the Notes, shall have been paid by the Company, in connection with the negotiation, preparation, approval, execution and delivery of this Agreement.

SECTION 4. Miscellaneous.

4.01. No Further Amendment. Except as otherwise provided in this Agreement, (i) the Note Purchase Agreement and the Notes shall remain unchanged and in full force and effect and (ii) the execution, delivery and performance of this Agreement shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Party under the Note Purchase Agreement or the Notes. Notwithstanding anything contained herein, the amendments contained in this Agreement (x) are limited as specified and relate solely to the provisions of the Note Purchase Agreement in the manner and to the extent described herein, (y) shall not be effective for any other purpose or transaction and (z) do not constitute an amendment or basis for a subsequent amendment, consent or waiver of any of the provisions of the Note Purchase Agreement or the Notes.

4.02. Counterparts; Integration. This Agreement may be executed in any number of counterparts (which counterparts may be delivered in electronic (.pdf) format), all of which taken together shall constitute one and the same instrument and any Party to this Agreement may execute this Agreement by signing any such counterpart; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same counterpart. This Agreement constitutes the entire agreement and understanding among the Parties to this Agreement with respect to the matters covered by this Agreement and supersedes any and all prior agreements and understandings, written or oral, with respect to such matters. The use of electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

4.03. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

4.05. Governing Law; Jurisdiction. Sections 22.6 (*Governing Law*) and 22.7 (*Jurisdiction and Process; Waiver of Jury Trial*) of the Note Purchase Agreement shall apply *mutatis mutandis* to this Agreement as if set out herein.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

PUBLIC STORAGE

By: /s/ Tom Boyle
Name: Tom Boyle
Title: Chief Financial and Investment Officer

[*Signature Page to Amendment No. 1 to 2016 NYL Note Purchase Agreement – Public Storage*]

This Agreement is hereby accepted and agreed to as of the date first written above.

NEW YORK LIFE INSURANCE COMPANY

GENERAL PARTNER:

PSOP GP, LLC

By:/s/ Loyd T. Henderson
Name: Loyd T. Henderson
Nathaniel A. Vitan
Title: Vice President Chief Legal Officer

GENERAL PARTNER ENTITY:

PUBLIC STORAGE

By:
Name: Nathaniel A. Vitan
Title: Chief Legal Officer

EXHIBIT A

FORM OF PARTNER REGISTRY

Partner	General Partner Interest			Limited Partner Interest		
	Number and Class or Series	Initial Capital Account	Percentage Interest	Number and Class or Series	Initial Capital Account	Percentage Interest

EXHIBIT B

CAPITAL ACCOUNT MAINTENANCE

1. Capital Accounts of the Partners

A. The Partnership shall maintain for each Partner a separate Capital Account in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions and any other deemed contributions made by such Partner to the Partnership pursuant to this Agreement and (ii) all items of Partnership income and gain (including income and gain exempt from tax) computed in accordance with Section 1.B hereof and allocated to such Partner pursuant to Section 6.1 of the Agreement and Exhibit C thereof, and decreased by (x) the amount of cash or Agreed Value of all actual and deemed distributions of cash or property made to such Partner pursuant to this Agreement and (y) all items of Partnership deduction and loss computed in accordance with Section 1.B hereof and allocated to such Partner pursuant to Section 6.1 of the Agreement and Exhibit C thereof.

B. For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Partners' Capital Accounts, unless otherwise specified in this Agreement, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for U.S. federal income tax purposes determined in accordance with Section 703(a) of the Code (for this purpose all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a) (1) of the Code shall be included in taxable income or loss), with the following adjustments:

(1) Except as otherwise provided in Regulations Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code which may be made by the Partnership, provided that the amounts of any adjustments to the adjusted bases of the assets of the Partnership made pursuant to Section 734 of the Code as a result of the distribution of property by the Partnership to a Partner (to the extent that such adjustments have not previously been reflected in the Partners' Capital Accounts) shall be reflected in the Capital Accounts of the Partners in the manner and subject to the limitations prescribed in Regulations Section 1.704-1(b)(2)(iv)(m)(4).

(2) The computation of all items of income, gain, and deduction shall be made without regard to the fact that items described in Sections 705(a)(1)(B) or 705(a)(2)(B) of the Code are not includible in gross income or are neither currently deductible nor capitalized for U.S. federal income tax purposes.

(3) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(4) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year.

(5) In the event the Carrying Value of any Partnership Asset is adjusted pursuant to Section 1.D hereof, the amount of any such adjustment shall be taken into account as gain or loss from the disposition of such asset.

(6) Any items specially allocated under Section 2 of Exhibit C to the Agreement hereof shall not be taken into account.

C. A transferee (including any Assignee) of a Partnership Unit shall succeed to a pro rata portion of the Capital Account of the transferor.

D. (1) Consistent with the provisions of Regulations Section 1.704-1(b)(2)(iv)(f), and as provided in Section 1.D(2), the Carrying Values of all Partnership assets shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, as of the times of the adjustments provided in Section 1.D(2) hereof, as if such Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such property and allocated pursuant to Section 6.1 of the Agreement.

(2) Such adjustments shall be made as of the following times: (a) immediately prior to the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) immediately prior to the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; (c) immediately prior to the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); (d) immediately prior to the issuance of any LTIP Units; and (e) immediately prior to the issuance of any AO LTIP Units, provided, however, that adjustments pursuant to clauses (a), (b), (d) and (e) above shall be made only if the General Partner determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership.

(3) In accordance with Regulations Section 1.704- 1(b)(2)(iv)(e), the Carrying Value of Partnership assets distributed in kind shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, as of the time any such asset is distributed.

(4) In determining Unrealized Gain or Unrealized Loss for purposes of this Exhibit B, the aggregate cash amount and fair market value of all Partnership assets (including cash or cash equivalents) shall be determined by the General Partner using such reasonable method of valuation as it may adopt, or in the case of a liquidating distribution pursuant to Article XIII of the Agreement, shall be determined and allocated by the Liquidator using such reasonable methods of valuation as it may adopt. The General Partner, or the Liquidator, as the case may be, shall allocate such aggregate fair market value among the assets of the Partnership in such manner as it determines in its sole and absolute discretion to arrive at a fair market value for individual properties.

E. The provisions of the Agreement (including this Exhibit B and the other Exhibits to the Agreement) relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation,

debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, the General Partner, or the Limited Partners) are computed in order to comply with such Regulations, the General Partner may make such modification without regard to Article XIV of the Agreement, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Article XIII of the Agreement upon the dissolution of the Partnership. The General Partner also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

2. No Interest

No interest shall be paid by the Partnership on Capital Contributions or on balances in Partners' Capital Accounts.

3. No Withdrawal

No Partner shall be entitled to withdraw any part of its Capital Contribution or Capital Account or to receive any distribution from the Partnership, except as provided in Article IV, Article V, Article VII and Article XIII of the Agreement.

EXHIBIT C

SPECIAL ALLOCATION RULES

1. Special Allocation Rules.

Notwithstanding any other provision of the Agreement or this Exhibit C, the following special allocations shall be made in the following order:

A. Minimum Gain Chargeback. Notwithstanding the provisions of Section 6.1 of the Agreement or any other provisions of this Exhibit C, if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, as determined under Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f)(6). This Section 1.A is intended to comply with the minimum gain chargeback requirements in Regulations Section 1.704-2(f) and for purposes of this Section 1.A only, each Partner's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to Section 6.1 of this Agreement with respect to such Fiscal Year and without regard to any decrease in Partner Minimum Gain during such Fiscal Year.

B. Partner Minimum Gain Chargeback. Notwithstanding any other provision of Section 6.1 of this Agreement or any other provisions of this Exhibit C (except Section 1.A hereof), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(i)(4). This Section 1.B is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 1.B, each Partner's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to Section 6.1 of the Agreement or this Exhibit with respect to such Fiscal Year, other than allocations pursuant to Section 1.A hereof.

C. Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4),1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), and after giving effect to the allocations required under Section 1.A and 1.B hereof with respect to such Fiscal Year, such Partner has an Adjusted Capital Account Deficit, items of Partnership income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income and gain for the Fiscal Year) shall be specifically allocated to such Partner in an amount and manner sufficient to eliminate,

to the extent required by the Regulations, its Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 1.C is intended to constitute a "qualified income offset" under Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

D. Gross Income Allocation. In the event that any Partner has an Adjusted Capital Account Deficit at the end of any Fiscal Year (after taking into account allocations to be made under the preceding paragraphs hereof with respect to such Fiscal Year), each such Partner shall be specially allocated items of Partnership income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income and gain for the Fiscal Year) in an amount and manner sufficient to eliminate, to the extent required by the Regulations, its Adjusted Capital Account Deficit.

E. Nonrecourse Deductions. Except as may otherwise be expressly provided by the General Partner pursuant to Section 4.2 with respect to other classes of Partnership Units, Nonrecourse Deductions for any Fiscal Year shall be allocated only to the Partners holding Common Units in accordance with their respective Percentage Interests. If the General Partner determines in its good faith discretion that the Partnership's Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements of the Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the Limited Partners, to revise the prescribed ratio for such Fiscal Year to the numerically closest ratio which would satisfy such requirements.

F. Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Sections 1.704-2(b)(4) and 1.704-2(i).

G. Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

H. Forfeiture Allocations. Upon a forfeiture of any unvested Partnership Interest by any Partner, gross items of income, gain, loss or deduction shall be allocated to such Partner if and to the extent required by final Treasury Regulations promulgated after the date of the Agreement to ensure that allocations made with respect to all unvested Partnership Interests are recognized under Code Section 704(b).

2. Allocations for Tax Purposes

A. Except as otherwise provided in this Section 2, for U.S. federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same

manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1 of the Agreement and Section 1 of this Exhibit C.

B. In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, and deduction shall be allocated for U.S. federal income tax purposes among the Partners as follows:

(1) (1) In the case of a Contributed Property, such items attributable thereto shall be allocated among the Partners consistent with the principles of Section 704(c) of the Code to take into account the variation between the Section 704(c) Value of such property and its adjusted basis at the time of contribution (taking into account Section 2 of this Exhibit C); and

(a) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1 of the Agreement and Section 1 of this Exhibit C.

(2) (2) In the case of an Adjusted Property, such items shall

(i) first, be allocated among the Partners in a manner consistent with the principles of Section 704(c) of the Code to take into account the Unrealized Gain or Unrealized Loss attributable to such property and the allocations thereof pursuant to Exhibit B;

(ii) second, in the event such property was originally a Contributed Property, be allocated among the Partners in a manner consistent with Section 2.B(1) of this Exhibit C; and

(b) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Partners in the same manner its correlative item of "book" gain or loss is allocated pursuant to Section 6.1 of the Agreement and Section 1 of this Exhibit C.

(3) all other items of income, gain, loss and deduction shall be allocated among the Partners the same manner as their correlative item of "book" gain or loss is allocated pursuant to Section 6.1 of the Agreement and Section 1 of this Exhibit C.

C. To the extent Regulations promulgated pursuant to Section 704(c) of the Code permit a Partnership to utilize alternative methods to eliminate the disparities between the Carrying Value of property and its adjusted basis, the General Partner shall, subject to any agreements between the Partnership and a Partner, have the authority to elect the method to be used by the Partnership and such election shall be binding on all Partners.

EXHIBIT D

NOTICE OF REDEMPTION

The undersigned hereby irrevocably (i) redeems Partnership Units in Public Storage OP, L.P. in accordance with the terms of the Agreement of Limited Partnership of Public Storage OP, L.P., as amended, and the Redemption Right referred to therein, (ii) surrenders such Partnership Units and all right, title and interest therein and (iii) directs that the Cash Amount or Shares Amount (as determined by the General Partner) deliverable upon exercise of the Redemption Right be delivered to the address specified below, and if Shares are to be delivered, such Shares be registered or placed in the name(s) and at the address(es) specified below. The undersigned hereby represents, warrants, and certifies that the undersigned (a) has marketable and unencumbered title to such Partnership Units, free and clear of the rights of or interests of any other person or entity, (b) has the full right, power and authority to redeem and surrender such Partnership Units as provided herein and (c) has obtained the consent or approval of all persons or entities, if any, having the right to consult or approve such redemption and surrender.

Dated: ____________________

Name of Limited Partner:

____

____
(Signature of Limited Partner)

____
(Street Address)

____
(City) (State) (Zip Code)

Signature Guaranteed by:

____

IF SHARES ARE TO BE ISSUED, ISSUE TO:

Name: ______________________________

NEW YORK LIFE INSURANCE
AND ANNUITY CORPORATION

By: NYL Investors LLC, its
Investment Manager

By: /s/ Loyd T. Henderson
Name: Loyd T. Henderson
Title: Managing Director

Social Security or tax identifying
number: ______________________________

D-1

EXHIBIT E

LIMITED PARTNER ACCEPTANCE

This Limited Partner Acceptance to the Amended and Restated Agreement of Limited Partnership of Public Storage OP, L.P. dated as of February 14, 2024 (the "**Acceptance**"), which Acceptance is incorporated into that certain Amended and Restated Agreement of Limited Partnership of Public Storage OP, L.P. dated as of February 14, 2024 (the "**Partnership Agreement**"), is executed and delivered by the undersigned. As of the date hereof, the undersigned, designated as an Additional Limited Partner, is admitted as a Limited Partner of the Partnership, and by said undersigned's execution and delivery hereof, said undersigned agrees to be bound by the terms and provisions of the Partnership Agreement, including the power of attorney set forth in Section 15.11 of the Partnership Agreement. The number of Common Units issued as of the date hereof to the undersigned designated as an Additional Limited Partner is shown opposite such Additional Limited Partner's signature below. All terms used herein and not otherwise defined shall have the meanings given them in the Partnership Agreement.

This Acceptance may be executed in two or more counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same document.

Dated: [ ], 2024

GENERAL PARTNER:

PSOP GP, LLC

By: ______________________________
Name: [ ]
Title: [ ]

ADDITIONAL LIMITED PARTNER:

By: ______________________________
Name:
Title:
Tax Id #: ______________________________

Number of

Common Units:

[ ]

EXHIBIT F

NOTICE OF ELECTION BY PARTNER TO CONVERT
LTIP UNITS INTO COMMON UNITS

The undersigned holder of LTIP Units hereby irrevocably (i) elects to convert LTIP Units in Public Storage OP, L.P. (the "**Partnership**") into Common Units in accordance with the terms of the Agreement of Limited Partnership of the Partnership, as amended; and (ii) directs that any cash in lieu of Common Units that may be deliverable upon such conversion be delivered to the address specified below. The undersigned hereby represents, warrants, and certifies that the undersigned (a) has title to such LTIP Units, free and clear of the rights or interests of any other person or entity other than the Partnership; (b) has the full right, power, and authority to cause the conversion of such LTIP Units as provided herein; and (c) has obtained the consent to or approval of all persons or entities, if any, having the right to consent or approve such conversion.

Dated: ____________________

Name of Limited Partner:

____

____

(Signature of Limited Partner)

____

(Street Address)

____

(City) (State) (Zip Code)

Signature Guaranteed by:

____

EXHIBIT G

NOTICE OF ELECTION BY PARTNERSHIP TO FORCE CONVERSION OF
LTIP UNITS INTO COMMON UNITS

Public Storage OP, L.P. (the "**Partnership**") hereby irrevocably elects to cause the number of LTIP Units held by the holder of LTIP Units set forth below to be converted into Common Units in accordance with the terms of the Agreement of Limited Partnership of the Partnership, as amended.

Name of Holder:

Date of this Notice:

Number of LTIP Units to be Converted:

Please Print: Exact Name as Registered with Partnership

EXHIBIT H

NOTICE OF FORCED REDEMPTION

Public Storage OP, L.P. (the "**Partnership**") hereby redeems Common Units in Public Storage OP, L.P. in accordance with the terms of the Agreement of Limited Partnership of Public Storage OP, L.P., as amended, and the Forced Redemption Right referred to therein. If the Shares Amount is delivered upon the exercise of the Forced Redemption Right, the General Partner shall deliver the number of Shares set forth below. If the Cash Amount is delivered upon the exercise of the Forced Redemption Right, the Partnership shall deliver the Cash Amount set forth below.

Name of Holder:

Social Security or tax identifying number of Holder:

Address of Holder:

Number of Shares to be Delivered by the General Partner:

Cash Amount to be Delivered by the Partnership:

EXHIBIT I

DESIGNATION OF TERMS
AO LTIP UNITS

The following are the terms of the AO LTIP Units:

1. Defined Terms.

A. "***Adjustment Event***" means (A) the Partnership makes a distribution on all outstanding Common Units in Partnership Units; (B) thePartnership subdivides the outstanding Common Units into a greater number of units or combines the outstanding Common Units into a smaller number of units; or (C) the Partnership issues any Partnership Units in exchange for its outstanding Common Units by way of a reclassification or recapitalization of its Common Units. The following shall not be Adjustment Events: (x) the issuance of Partnership Units in a financing, reorganization, acquisition or other similar business transaction, (y) the issuance of Partnership Units pursuant to any employee benefit or compensation plan or distribution reinvestment plan, or (z) the issuance of any Partnership Units to the General Partner in respect of a capital contribution to the Partnership of proceeds from the sale of (or agreements to sell) securities by the General Partner.

B. "***AO LTIP Conversion Notice***" means a notice from a holder of Vested AO LTIPs (or of Unvested AO LTIPs that will be Vested AO LTIP Units on or before the AO LTIP Conversion Date) in the form set forth on Schedule A to this Exhibit I or on such other form (including an electronic form or portal) provided by the Partnership that is substantially in the form of Schedule A to this Exhibit I.

C. "***AO LTIP Conversion Factor***" means the quotient of (i) the excess of the Value of a Share as of the date of conversion over the AO LTIP Participation Threshold (as defined below) for such Vested AO LTIP Unit, divided by (ii) the Value of a Share as of the AO LTIP Conversion Date. Notwithstanding anything to the contrary, if the Shares are Publicly Traded, then the Value used to calculate the number of LTIP Units to be issued upon the conversion of any AO LTIP Units will be the market price of the Shares as of the close of the trading day immediately prior to the date of the conversion.

D. "***AO LTIP Participation Threshold***" means, for each AO LTIP Unit, the Value of a Share as of the date of issuance of such AO LTIP Unit, unless a higher amount is specified in the relevant AO LTIP Award Agreement.

E. "***AO LTIP Award Agreement***" means each or any, as the context implies, agreement or instrument entered into by a holder of AO LTIP Units upon acceptance of an award of AO LTIP Units under an Equity Incentive Plan.

F. "***AO LTIPConversion Date***" means the date set forth in an AO LTIP Conversion Notice for the conversion of Vested AO LTIP Units to Vested LTIP Units or as otherwise provided in Section 7.G of this Exhibit I.

G. "***Vested AO LTIP Units***" means AO LTIP Units that have vested and are no longer subject to forfeiture.

H. "***Unvested AO LTIP Units***" means AO LTIP Units that have not vested and remain subject to forfeiture.

2. Issuance and Vesting.

A. Issuance. In the sole discretion of the General Partner Entity, AO LTIP Units may be issued pursuant to the terms of an AO LTIP Award Agreement. The AO LTIP Units shall not be certificated unless otherwise determined by the General Partner in its sole discretion.

B. Vesting. The AO LTIP Award Agreement pursuant to which AO LTIP Units are issued shall govern the vesting terms of such AO LTIP Units.

C. Forfeiture of Unvested AO LTIP Units. The AO LTIP Award Agreement pursuant to which Unvested AO LTIP Units are issued shall govern the forfeiture (including any expiration) of such Unvested AO LTIP Units. Upon a forfeiture, the relevant Unvested AO LTIP Units shall immediately, and without any further action, be treated as cancelled, and no longer outstanding for any purpose. Unless otherwise specified in the AO LTIP Unit Award Agreement, no consideration or other payment shall be due with respect to any forfeited AO LTIP Units.

3. Distributions

AO LTIP Units shall not be entitled to receive any distributions from the Partnership.

4. Allocations

AO LTIP Units shall be allocated Net Income and Net Loss (but Net Loss only to the extent of prior allocations of Net Income), for any taxable year or portion of a taxable year during which such AO LTIP Units are outstanding, as set forth in Section 6.1.F of the Agreement. The General Partner is authorized in its discretion to delay or accelerate the participation of the AO LTIP Units in allocations of Net Income or Net Loss or to adjust the allocations made under this Section 4 to effectuate the purposes of the economic arrangement contemplated by the parties and to ensure that the AO LTIP Units will be respected as "profits interests" for U.S. federal income tax purposes, as contemplated by Section 4.8 of the Agreement.

5. Adjustments

A. Adjustment. If an Adjustment Event occurs, then the General Partner shall make a corresponding adjustment to each AO LTIP Unit to adjust by the same increment for which a Common Unit was adjusted, provided that to the extent that the Value of a common Share was less than the applicable AO LTIP Unit Participation Threshold as of the date of an Adjustment Event, the adjustment for an AO LTIP Unit shall only be for the amount by which the increment of the Common Unit adjustment would have exceeded such AO LTIP Unit Participation Threshold, provided that, notwithstanding the foregoing, if an Adjustment Event occurs, the General Partner

may make such adjustments to the AO LTIP Units as it determines to be appropriate in order to achieve the intended economics of the AO LTIP Units.

B. Multiple Adjustment Events. If more than one Adjustment Event occurs, the adjustment to the AO LTIP Units need be made only once using a single formula that takes into account each and every Adjustment Event as if all Adjustment Events occurred simultaneously.

C. Equitable Adjustments. If the Partnership takes an action affecting the Common Units other a specifically described Adjustment Event and, in the opinion of the General Partner Entity, such action would require an adjustment to the AO LTIP Units to effect the adjustments described above, the General Partner shall make such adjustment to the AO LTIP Units, to the extent permitted by law and by the terms of any plan pursuant to which the AO LTIP Units have been issued, in such manner and at such time as the General Partner Entity, in its sole discretion, may determine to be appropriate under the circumstances to effect the adjustments described above.

D. Record of Adjustment. If an adjustment is made to the AO LTIP Units as herein provided the Partnership shall promptly file in the books and records of the Partnership an officer's certificate setting forth such adjustment and a brief statement of the facts requiring such adjustment, which certificate shall be conclusive evidence of the correctness of such adjustment absent manifest error. Promptly after the filing of such certificate, the Partnership shall mail a notice to each holder of AO LTIP Units setting forth the adjustment to his or her AO LTIP Units and the effective date of such adjustment.

6. No Liquidation Preference

The AO LTIP Units shall have no liquidation preference.

7. Right to Convert AO LTIP Units into Vested LTIP Units

A. AO LTIP Conversion Right. A holder of AO LTIP Units shall have the right to convert all or a portion of the holder's Vested AO LTIP Units into Vested LTIP Units, as set forth herein.

B. AO LTIP Conversion Notice. To convert its Vested AO LTIP Units, a holder shall deliver a the AO LTIP Conversion Notice to the Partnership not less than ten (10) nor more than sixty (60) days prior to the requested AO LTIP Conversion Date, unless the General Partner agrees to alternative time periods.

C. Number of Units Convertible Vested AO LTIP Units subject to an AO LTIP Conversion Notice shall convert into a number (or fraction thereof) of fully paid and non-assessable Vested LTIP Units equal to the number of Vested AO LTIP Units subject to conversion multiplied by the AO LTIP Conversion Factor, after giving effect to any Adjustments made pursuant to Section 5; provided, however, that the General Partner, in its sole discretion, may deliver one fully paid and non-assessable Vested LTIP Unit in lieu of any fractional Vested LTIP Unit.

D. Holding Period. Notwithstanding anything herein to the contrary or the holding period requirement of Section 8.6.A(i) of the Agreement (but subject to the remainder of Section 8.6

of the Agreement), a holder of AO LTIP Units may simultaneously deliver both an LTIP Conversion Notice pursuant to Exhibit I and Redemption Notice pursuant to Section 8.6 of the Agreement relating to those Vested LTIP Units and Common Units that will be issued to such holder upon conversion of such AO LTIP Units into Vested LTIP Units in advance of the AO LTIP Conversion Date; *provided, however*, that the Redemption of such Common Units by the Partnership shall in no event take place until the later of (i) the AO LTIP Conversion Date and (ii) the day after the two year anniversary of the date on which the converted AO LTIP Units were issued.

E. Conversion Procedures. A conversion of a holder's Vested AO LTIP Units shall occur automatically after the close of business on the applicable AO LTIP Conversion Date, and, as of the opening of business on the next day, the Partner Registry shall reflect the issuance of the number of Vested LTIP Units issuable upon such conversion to the holder.

F. Treatment of Capital Account. For purposes of making future allocations under the Agreement, the Economic Capital Account Balance of the applicable AO LTIP Unitholder shall be reduced, as of the date of conversion, by the amount of such Economic Capital Account Balance attributable to the converted AO LTIP Units.

G. Mandatory Conversion Transactions.

i. ***Mandatory Conversion; Allocations***. Immediately prior to a Mandatory Conversion Transaction, all Vested AO LTIP Units eligible for conversion (including AO LTIPs that vest as a result of the Mandatory Conversion Transaction) shall be converted to Vested LTIP Units, and, then, to the maximum extent permissible, into Common Units pursuant to Section 4.7.C of the Agreement, each with an AO LTIP Conversion date or Conversion Date, as applicable, immediately prior to the effectiveness of the Mandatory Conversion Transaction, taking into account any allocations that occur in connection with the Mandatory Conversion Transaction (or would occur if the assets of the Partnership were sold at the Transaction price or, if applicable, at a value determined by the General Partner Entity in good faith using the value attributed to the Partnership Units in the context of the Transaction).

ii. ***Consideration***. In connection with any Mandatory Conversion Transaction, the Partnership shall use commercially reasonable efforts to cause each holder of Vested AO LTIP Units to be afforded the right to receive in consideration for its post-conversion Common Units, the Mandatory Conversion Transaction's per Common Unit consideration, calculated on a fully diluted basis taking into account the effects of the Mandatory Conversion Transaction on all outstanding securities of the General Partner Entity and, then, of the Partnership.

iii. ***Elective Consideration***. In the event that holders of Common Units have the opportunity to elect the form or type of consideration to be received upon consummation of the Mandatory Conversion Transaction, prior to such Mandatory Conversion Transaction the General Partner Entity shall give prompt written notice to each holder of AO LTIP Units of such election, and shall use commercially reasonable efforts to afford such holders the right to elect, by written notice to the General Partner Entity, the form or type of consideration to be received upon conversion of each AO LTIP Unit held by such holder into Common Units in connection with such Mandatory Conversion Transaction. If a holder of AO LTIP Units fails to make such an election, such holder (and any of its transferees) shall receive upon conversion of each AO LTIP Unit held by

him or her (or by any of his or her transferees) the same kind and amount of consideration that a holder of a Common Unit would receive if such holder of Common Units failed to make such an election.

8. Redemption at the Option of the Partnership

AO LTIP Units will not be redeemable at the option of the Partnership; provided, however, that the foregoing shall not prohibit the Partnership from repurchasing AO LTIP Units from the holder thereof if and to the extent such holder agrees to sell such AO LTIP Unit.

9. Voting Rights

A. Voting with Common Units. Except as provided in this Section 9, holders of AO LTIP Units shall not have the right to vote on any matters submitted to a vote of the Limited Partners.

B. Special Approval Rights. Holders of AO LTIP Units shall have (a) only those voting rights required from time to time by non-waivable provisions of applicable law, if any, and (b) the additional voting rights as a class that are expressly set forth in Section 9.C.

C. Class Rights. The General Partner Entity and/or the Partnership shall not, without the affirmative vote of holders of more than 50% of the then outstanding AO LTIP Units affected thereby, given in person or by proxy, either in writing or at a meeting (voting separately as a class), take any action that would materially and adversely alter, change, modify or amend, whether by merger, consolidation or otherwise, the terms of the AO LTIP Units set forth in this Agreement, including this Exhibit I, *provided, however, that*:

(i) no separate consent of the holders of AO LTIP Units will be required if and to the extent that any such alteration, change, modification or amendment would equally, ratably and proportionately alter, change, modify or amend the rights, powers or privileges of the Common Units (in which event the holders of AO LTIP Units shall only have such voting rights, if any, as provided in Section 14.1 of the Agreement on an as-converted basis);

(ii) with respect to any merger, consolidation or other business combination or reorganization, so long as the AO LTIP Units either (x) are converted into Common Units immediately prior to the effectiveness of the transaction, (y) remain outstanding with the terms thereof materially unchanged, or (z) if the Partnership is not the surviving entity in such transaction, are exchanged for a security of the surviving entity with terms that are materially the same with respect to rights to allocations, distributions, redemption, conversion and voting as the AO LTIP Units and without any income, gain or loss expected to be recognized by the holder upon the exchange for U.S. federal income tax purposes (and with the terms of the Common Units or such other securities into which the AO LTIP Units (or the substitute security therefor) are convertible being materially the same with respect to rights to allocations, distributions, redemption, conversion and voting), such merger, consolidation or other business combination or reorganization shall not be deemed to materially and adversely alter, change, modify or amend the rights, powers or privileges of the AO LTIP Units, provided further, that if some, but not all, of the AO LTIP Units are converted into Common Units

immediately prior to the effectiveness of the transaction (and neither clause (y) or (z) above is applicable), then the consent required pursuant to this Section will be the consent of the holders of more than 50% of the AO LTIP Units to be outstanding following such conversion, Vested LTIP Units and Common Units outstanding voting together as a single class pursuant to Section 8.A above;

(iii) any creation or issuance of any Common Units or of any class of series of Common Units or Preference Units of the Partnership (whether ranking junior to, on a parity with or senior to the AO LTIP Units or with respect to payment of distributions, redemption rights and the distribution of assets upon liquidation, dissolution or winding up), which either (x) does not require the consent of the holders of Common Units or (y) does require such consent and is authorized by a vote of the holders of Common Units, Vested LTIP Units and AO LTIP Units voting together as a single class pursuant to Section 8.A above, together with any other class or series of units of limited partnership interest in the Partnership upon which like voting rights have been conferred, shall not be deemed to materially and adversely alter, change, modify or amend the rights, powers or privileges of the AO LTIP Units;

(iv) any waiver by the Partnership of restrictions or limitations applicable to any outstanding AO LTIP Units with respect to any holder or holders thereof shall not be deemed to materially and adversely alter, change, modify or amend the rights, powers or privileges of the AO LTIP Units with respect to other holders. The foregoing voting provisions will not apply if, as of or prior to the time when the action with respect to which such vote would otherwise be required will be taken or be effective, all outstanding AO LTIP Units shall have been converted and/or redeemed, or provision is made for such redemption and/or conversion to occur as of or prior to such time; and

(v) the General Partner shall have the power, without the consent of holders of AO LTIP Units, to amend the Agreement as may be required to reflect any change to the Agreement not otherwise specifically permitted by this Section 8.B that the General Partner deems necessary or appropriate in its sole discretion, provided that such change does not adversely affect or eliminate any right granted to holders of AO LTIP Units requiring their approval.

* * *

Attachment A to Exhibit I

AO LTIP Conversion Notice

The undersignedholder of Vested AO LTIP Units hereby irrevocably elects to convert the number of Vested AO LTIP Units in Public Storage OP, L.P.(the "**Partnership**") set forth below into Vested LTIP Units in accordance with the terms of the Limited Partnership Agreement of the Partnership, as amended. The undersigned hereby represents, warrants, and certifies that the undersigned: (a) has title to such AO LTIP Units, free and clear of the rights or interests of any other person or entity other than the Partnership; (b) has the full right, power, and authority to cause the conversion of such AO LTIP Units as provided herein; and (c) has obtained the consent or approval of all persons or entities, if any, having the right to consent or approve such conversion.

Name of Holder: ____
(Please Print: Exact Name as Registered with Partnership)

Number of AO LTIP Units to be Converted:

Conversion Date:

(Signature of Holder: Sign Exact Name as Registered with Partnership)

(Street Address)

(City) (State) (Zip Code)

Signature Guaranteed by: ____

Attachment B to Exhibit I
Notice of Election by Partnership to Force Conversion
of AO LTIP Units into Vested LTIP Units

Public Storage OP, L.P. (the "**Partnership**") hereby irrevocably elects to cause the number of AO LTIP Units held by the holder of AO

LTIP Units set forth below to be converted into Vested LTIP Units in accordance with the terms of the Limited Partnership Agreement of the Partnership.

Name of Holder: ______________________________

(Please Print: Exact Name as Registered with Partnership)

Number of AO LTIP Units to be Converted: ______________________________

Conversion Date: ______________________________

EXHIBIT J

DESIGNATION OF TERMS OF PREFERRED UNITS

"Junior Units" means Partnership Units representing any class or series of Partnership Interests now or hereafter authorized, issued or outstanding and expressly designated by the Partnership to rank, as to distributions or voluntary or involuntary liquidation, dissolution or winding up of the Partnership, junior to the Parity Preferred Units.

"Parity Preferred Units" means Partnership Units representing any class or series of Partnership Interests now or hereafter authorized, issued or outstanding expressly designated by the Partnership to rank on a parity with the Preferred Units set forth on Schedule I to this Exhibit J, as such schedule may be amended from time to time.

"Series F Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series F Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series F Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series F Preferred Partnership Interests of all Partners issued under this Agreement.

"Series G Preferred Partnership Interests" means an ownership interest in the Partnership evidenced by the Series G Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series G Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series G Preferred Partnership Interests of all Partners issued under this Agreement.

"Series GP-A Preferred Interests" means an ownership interest in the Partnership evidenced by the Series GP-A Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series GP-A Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series GP-A Preferred Interests of all Partners issued under this Agreement.

"Series H Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series H Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series H Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series H Preferred Partnership Interests of all Partners issued under this Agreement.

"Series I Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series I Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series I Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series I Preferred Partnership Interests of all Partners issued under this Agreement.

"Series J Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series J Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series J Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series J Preferred Partnership Interests of all Partners issued under this Agreement.

"Series K Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series K Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series K Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series K Preferred Partnership Interests of all Partners issued under this Agreement.

"Series L Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series L Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series L Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series L Preferred Partnership Interests of all Partners issued under this Agreement.

"Series M Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series M Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series M Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series M Preferred Partnership Interests of all Partners issued under this Agreement.

"Series N Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series N Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series N Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series N Preferred Partnership Interests of all Partners issued under this Agreement.

"Series O Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series O Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series O Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series O Preferred Partnership Interests of all Partners issued under this Agreement.

"Series P Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series P Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series P Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series P Preferred Partnership Interests of all Partners issued under this Agreement.

"Series Q Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series Q Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series Q Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series Q Preferred Partnership Interests of all Partners issued under this Agreement.

"Series R Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series R Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series R Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series R Preferred Partnership Interests of all Partners issued under this Agreement.

"Series S Preferred Partnership Interests" mean an ownership interest in the Partnership evidenced by the Series S Preferred Units, having a preference in payment of distributions or on liquidation as set forth in this Agreement.

"Series S Preferred Units" means the series of Preferred Units established pursuant to this Agreement, representing a fractional, undivided share of the Series S Preferred Partnership Interests of all Partners issued under this Agreement.

SCHEDULE I

PARITY PREFERRED UNITS

Series F Preferred Units
Series G Preferred Units
Series H Preferred Units
Series I Preferred Units

Series J Preferred Units
Series K Preferred Units
Series L Preferred Units
Series M Preferred Units
Series N Preferred Units
Series O Preferred Units
Series P Preferred Units
Series Q Preferred Units
Series R Preferred Units
Series S Preferred Units

SCHEDULE II

DESIGNATION OF TERMS
SERIES F PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series F Preferred Units, is hereby established. The number of Series F Preferred Units shall be 11,500.

B. Ranking. The Series F Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series F Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 5.15% of the $25,000 per Series F Preferred Unit stated value thereof. Distributions on each unit of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series F Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

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b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any Junior Units or other Parity Preferred Units unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such Junior Units or other Parity Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Parity Preferred Units, all distributions declared upon units of this series and any other series of Parity Preferred Units shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Parity Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Parity Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Junior Units or Parity Preferred Units. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Junior Units or other Parity Preferred Units shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Junior Units or Parity Preferred Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other Junior Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Parity Preferred Units are not paid in full, the holders of units of this series and of such other Parity Preferred Units will share ratably in any such distribution of assets of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series F Preferred Unit at any time upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series F Preferred Unit (whether or not declared), to, but not including, the redemption date. From and after the applicable redemption date, the Series F Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series F Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series F Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series F Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series F Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE III

DESIGNATION OF TERMS
SERIES G PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series G Preferred Units, is hereby established. The number of Series G Preferred Units shall be 13,800.

B. Ranking. The Series G Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series G Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 5.05% of the $25,000 per Series G Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series G Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

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b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series G Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series G Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series G Preferred Unit at any time upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series G Preferred Unit (whether or not declared), to, but not including, the redemption date. From and after the applicable redemption date, the Series G Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series G Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series G Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series G Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series G Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE IV

DESIGNATION OF TERMS
SERIES H PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series H Preferred Units, is hereby established. The number of Series H Preferred Units shall be 11,400.

B. Ranking. The Series H Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series H Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 5.60% of the $25,000 per Series H Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series H Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

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b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series H Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series H Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series H Preferred Unit at any time upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series H Preferred Unit. From and after the applicable redemption date, the Series H Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series H Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series H Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series H Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series H Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE V

DESIGNATION OF TERMS
SERIES I PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series I Preferred Units, is hereby established. The number of Series I Preferred Units shall be 12,650.

B. Ranking. The Series I Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series I Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution

Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 4.875% of the $25,000 per Series I Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series I Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series I Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series I Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series I Preferred Unit at any time on or after September 12, 2024 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series I Preferred Unit. From and after the applicable redemption date, the Series I Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series I Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series I Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series I Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series I Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE VI

DESIGNATION OF TERMS
SERIES J PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series J Preferred Units, is hereby established. The number of Series J Preferred Units shall be 10,350.

B. Ranking. The Series J Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series J Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 4.700% of the $25,000 per Series J Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series J Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series J Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series J Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series J Preferred Unit at any time on or after November 15, 2024 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series J Preferred Unit. From and after the applicable redemption date, the Series J Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series J Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series J Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series J Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series J Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE VII

DESIGNATION OF TERMS
SERIES K PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series K Preferred Units, is hereby established. The number of Series K Preferred Units shall be 9,200.

B. Ranking. The Series K Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series K Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 4.75% of the $25,000 per Series K Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series K Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

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b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series K Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series K Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series K Preferred Unit at any time on or after December 20, 2024 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series K Preferred Unit. From and after the applicable redemption date, the Series K Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series K Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series K Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series K Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series K Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE VIII

DESIGNATION OF TERMS
SERIES L PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series L Preferred Units, is hereby established. The number of Series L Preferred Units shall be 23,000.

B. Ranking. The Series L Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series L Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 4.625% of the $25,000 per Series L Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series L Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

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b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series L Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series L Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series L Preferred Unit at any time on or after June 17, 2025 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series L Preferred Unit. From and after the applicable redemption date, the Series L Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series L Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series L Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series L Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership’s items of income, gain, loss and deduction shall be allocated among holders of Series L Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE IX

DESIGNATION OF TERMS
SERIES M PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series M Preferred Units, is hereby established. The number of Series M Preferred Units shall be 9,200.

B. Ranking. The Series M Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series M Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 4.125% of the $25,000 per Series M Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series M Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series M Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series M Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

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of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption The Partnership may redeem a Series M Preferred Unit at any time on or after August 14, 2025 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series M Preferred Unit. From and after the applicable redemption date, the Series M Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series M Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series M Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series M Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series M Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE X

DESIGNATION OF TERMS
SERIES N PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series N Preferred Units, is hereby established. The number of Series N Preferred Units shall be 11,500.

B. Ranking. The Series N Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred

Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series N Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 3.875% of the $25,000 per Series N Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series N Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

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b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series N Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series N Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

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of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series N Preferred Unit at any time on or after October 6, 2025 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series N Preferred Unit. From and after the applicable redemption date, the Series N Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series N Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series N Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series N Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series N Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE XI

DESIGNATION OF TERMS
SERIES O PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series O Preferred Units, is hereby established. The number of Series O Preferred Units shall be 6,900.

B. Ranking. The Series O Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series O Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 3.900% of the $25,000 per Series O Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series O Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series O Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series O Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series O Preferred Unit at any time on or after November 17, 2025 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series O Preferred Unit. From and after the applicable redemption date, the Series O Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series O Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series O Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series O Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership’s items of income, gain, loss and deduction shall be allocated among holders of Series O Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE XII

DESIGNATION OF TERMS
SERIES P PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series P Preferred Units, is hereby established. The number of Series P Preferred Units shall be 24,150.

B. Ranking. The Series P Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series P Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 4.000% of the $25,000 per Series P Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series P Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

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b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series P Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series P Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series P Preferred Unit at any time on or after June 16, 2026 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series P Preferred Unit. From and after the applicable redemption date, the Series P Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series P Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series P Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series P Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series P Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE XIII

DESIGNATION OF TERMS
SERIES Q PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series Q Preferred Units, is hereby established. The number of Series Q Preferred Units shall be 5,750.

B. Ranking. The Series Q Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series Q Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 3.950% of the $25,000 per Series Q Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series Q Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series Q Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series Q Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series Q Preferred Unit at any time on or after August 17, 2026 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series Q Preferred Unit. From and after the applicable redemption date, the Series Q Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series Q Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series Q Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series Q Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership’s items of income, gain, loss and deduction shall be allocated among holders of Series Q Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE XIV

DESIGNATION OF TERMS
SERIES R PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series R Preferred Units, is hereby established. The number of Series R Preferred Units shall be 20,000.

B. Ranking. The Series R Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series R Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a “Distribution Period” and collectively referred to as “Distribution Periods”), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a “Distribution Period Commencement Date”), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 4.00% of the $25,000 per Series R Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a “Non-Business Day”), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series R Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series R Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series R Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series R Preferred Unit at any time on or after November 19, 2026 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series R Preferred Unit. From and after the applicable redemption date, the Series R Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series R Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series R Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series R Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership’s items of income, gain, loss and deduction shall be allocated among holders of Series R Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE XV

DESIGNATION OF TERMS
SERIES S PREFERRED UNITS

A. Designation and Number. A series of Preferred Units, designated as Series S Preferred Units, is hereby established. The number of Series S Preferred Units shall be 11,500.

B. Ranking. The Series S Preferred Units shall, with respect to distribution rights and rights upon voluntary or involuntary liquidation, winding up or dissolution of the Partnership, rank (i) senior to the Common Units and other Junior Units, (ii) on a parity with all other series of Parity Preferred Units, and (iii) junior to all Partnership Units which rank senior to the Parity Preferred Units.

C. Distribution Rights.

a. Subject to the rights of any Preferred Units ranking senior to the Series S Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when, as and if authorized by the General Partner, out of funds legally available therefor for each quarterly distribution period (each quarterly distribution period being hereinafter individually referred to as a "Distribution Period" and collectively referred to as "Distribution Periods"), which quarterly Distribution Periods shall be in four equal amounts and shall commence on January 1, April 1, July 1 and October 1 in each year (each, a "Distribution Period Commencement Date"), and shall end on and include the day next preceding the next Distribution Period Commencement Date, at a rate per annum equal to 4.100% of the $25,000 per Series S Preferred Unit stated value thereof. Distributions on each share of this series shall be cumulative from January 1, 2024 and shall be payable, without interest thereon, when, as and if authorized by the General Partner, on or before March 31, June 30, September 30 and December 31 of each year; provided, that if any such day shall be a Saturday, Sunday, or a day on which banking institutions in the State of New York or the State of California are authorized or obligated by law to close, or a day which is or is declared a national or a New York or California state holiday (any of the foregoing a "Non-Business Day"), then the payment date shall be the next succeeding day which is not a Non-Business Day. Each such distribution shall be paid to the holders of record of units of this series as they appear on the unit register of the Partnership on such record date, not more than 45 days nor less than 15 days preceding the payment date thereof, as shall be fixed by the General Partner. Distributions on account of arrears for any past Distribution Periods may be declared and paid at any time, without reference to any regular distribution payment date, to holders of record on such date, not more than 45 days nor less than 15 days preceding the payment date thereof, as may be fixed by the General Partner. After full cumulative distributions on this Series S Preferred Units have been paid or declared and funds therefor set aside for payment, including for the then current Distribution Period, the holders of units of this series will not be entitled to any further distributions with respect to that Distribution Period.

b. Distributions payable on units of this series for any period greater or less than a full Distribution Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

c. The General Partner shall not declare or pay or set apart for payment any distributions on any series of Preferred Units ranking, as to distributions, on a parity with or junior to the units of this series unless full cumulative distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for payment thereof is set apart for payment, on the units of this seriesfor all Distribution Periods terminating on or prior to the date of payment of any such distributions on such other series of Preferred Units. When distributions are not paid in full upon the units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions, all distributions declared upon units of this series and any other series of Preferred Units ranking on a parity therewith as to distributions shall be declared pro rata so that the amount of distributions declared per unit on the units of this series and such other series of Preferred Units shall in all cases bear to each other that same ratio that the accumulated distributions per unit on the units of this series and such other series of Preferred Units bear to each other. Except as provided in the preceding sentence, unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no distributions (other than distributions payable solely in Common Units or other Junior Units) shall be declared or paid or set aside for payment nor shall any other distribution be made upon the Common Units or on any other Units of the Partnership ranking junior to or on a parity with the units of this seriesas to distributions or upon liquidation. Unless full cumulative distributions on the units of this serieshave been paid, or declared and a sum sufficient for payment thereof is set apart for payment, for all past Distribution Periods, no Common Units or any other Units ranking junior to or on a parity with this Series S Preferred Units as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any Units) by the General Partner or any subsidiary, except by conversion into or exchange for Common Units or other Junior Units.

D. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the holders of the units of this series are entitled to receive out of the assets of the Partnership available for distribution to Partners, before any distribution of assets is made to holders of Common Units or any other class or series of units ranking junior to this Series S Preferred Units upon liquidation, liquidating distributions in the amount of $25,000 per unit plus all accumulated and unpaid distributions (whether or not earned or declared) for the then current and all past Distribution Periods. If, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Partnership, the amounts payable with respect to the units of this series and any other Units of the Partnership ranking as to any such distribution on a parity with the units of this series are not paid in full, the holders of units of this series and of such other units will share ratably in any such distribution of assets

of the Partnership in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of units of this series will not be entitled to any further participation in any distribution of assets by the Partnership.

a. Written notice of any such liquidation, dissolution or winding up of the Partnership, stating the payment date or dates when, and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the units of this series at the respective addresses of such holders as the same shall appear on the unit transfer records of the Partnership.

b. For purposes of liquidation rights, a reorganization, consolidation or merger of the Partnership with or into any other entity or entities or a sale of all or substantially all of the assets of the Partnership shall be deemed not to be a liquidation, dissolution or winding up of the Partnership.

E. Redemption. The Partnership may redeem a Series S Preferred Unit at any time on or after January 13, 2027 upon the election of the General Partner at a redemption price of $25,000, plus all accumulated and unpaid distributions on such Series S Preferred Unit. From and after the applicable redemption date, the Series S Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series S Preferred Units shall cease.

F. Voting Rights. Except as required by applicablelaw or the Agreement, the holder of the Series S Preferred Units, as such, shall have no voting rights.

G. Conversion. The Series S Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

H. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series S Preferred Units in accordance with Article VI of the Agreement.

SCHEDULE XVI

DESIGNATION OF TERMS
SERIES GP-A PREFERRED UNITS

1. Designation and Number. A series of Preferred Units, designated as Series GP-A Preferred Units, is hereby established. The Partnership is authorized to issue two thousand (2,000) Series GP-A Preferred Units, having the rights, preferences, powers and limitations described in this Agreement including, without limitation, those described in this Schedule XVI to Exhibit J. The Series GP-A Preferred Units shall be uncertificated.

2. Rank. The Series GP-A Preferred Units shall, with respect to distribution and redemption rights and rights upon liquidation, dissolution or winding up of the Partnership, rank (i) senior to the Common Units of the Partnership and to all other Junior Units issued by the Partnership (together with the Common Units, the "Junior Securities") and (ii) junior to the Parity Preferred Units and any series of Partnership Units which rank senior to the Parity Preferred Units. The terms "membership interests" and "equity securities" shall not include convertible debt securities unless and until such securities are converted into equity securities of the Partnership.

3. Distribution Rights.

   A. Subject to the rights of any Preferred Units ranking senior to the Series GP-A Preferred Units as to payment of distributions, distributions shall be payable in cash on the units of this series when and as authorized by the General Partner, out of funds legally available for the payment of distributions, cumulative preferential cash distributions at the rate of 12.0% per annum of the total of $1,000.00 per unit plus all accumulated and unpaid distributions thereon. Such distributions shall accrue on a daily basis and be cumulative from the first date on which any Series GP-A Preferred Unit is issued, such issue date to be contemporaneous with the receipt by the Partnership of subscription funds for the Series GP-A Preferred Units, except that funds transferred on the first business day of a calendar year shall be deemed received on January 1 of such year (the "Original Issue Date") except for any Series GP-A Preferred Units issued after the first Distribution Payment Date (as defined below) following the Original Issue Date, in which case distributions shall begin to accrue and be cumulative from the day immediately following the most recent Distribution Date, and shall be payable semi-annually in arrears on or before June 30 and December 31 of each year (each a "Distribution Payment Date"); provided, however, that if any Distribution Payment Date is not a business day, then the distribution which would otherwise have been payable on such Distribution Payment Date may be paid on the preceding business day or the following business day with the same force and effect as if paid on such Distribution Payment Date. Any distribution payable on the Series GP-A Preferred Units for any partial distribution period will be computed on the basis of a 360-day year consisting of twelve 30-day months. A "distribution period" shall mean, with respect to the first "distribution period," the period from and including the Original Issue Date to and including the first Distribution Payment Date, and with respect to each subsequent "distribution period," the period from

   but excluding a Distribution Payment Date to and including the next succeeding Distribution Payment Date or other date as of which accrued distributions are to be calculated. Distributions will be payable to holders of record as they appear in the records of the Company at the close of business on the applicable record date, which shall be the fifteenth day of the calendar month in which the applicable Distribution Payment Date falls or on such other date designated by the Board for the payment of distributions that is not more than 30 nor less than 10 days prior to such Distribution Payment Date.

   B. No distributions on Series GP-A Preferred Units shall be declared by the General Partner or paid or set apart for payment by the General Partner at such time as the terms and provisions of any written agreement between the General Partner and any party that is not an affiliate of the General Partner, including any agreement relating to its indebtedness, prohibit such declaration, payment or setting apart for payment or provide that such declaration, payment or setting apart for payment would constitute a breach thereof or a default thereunder, or if such declaration or payment shall be restricted or prohibited by law. For purposes of this Exhibit, "affiliate" shall mean any party that controls, is controlled by or is under common control with the General Partner.

C. Notwithstanding the foregoing, distributions on the Series GP-A Preferred Units shall accrue whether or not the terms and provisions set forth in Section 3(b) hereof at any time prohibit the current payment of distributions, whether or not the General Partner has earnings, whether or not there are funds legally available for the payment of such distributions and whether or not such distributions are authorized or declared. Furthermore, distributions will be declared and paid when due in all events to the fullest extent permitted by law. Accrued but unpaid distributions on the Series GP-A Preferred Units will accumulate as of the Distribution Payment Date on which they first become payable.

D. Unless full cumulative distributions on all outstanding Series GP-A Preferred Units have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof is set apart for payment for all past distribution periods, no distributions (other than in units of Junior Securities) shall be declared or paid or set aside for payment nor shall any other distribution be declared or made upon any Junior Securities, nor shall any Junior Securities be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any such units) by the General Partner (except by conversion into or exchange for other units of Junior Securities).

E. When distributions are not paid in full (or a sum sufficient for such full payment is not set apart) on the Series GP-A Preferred Units, all distributions declared upon the Series GP-A Preferred Units shall be declared and paid pro rata based on the number of Series GP-A Preferred Units then outstanding.

F. Any distribution payment made on the Series GP-A Preferred Units shall first be credited against the earliest accrued but unpaid distribution due with respect to such units which remains payable. Holders of the Series GP-A Preferred Units shall not be

entitled to any distribution, whether payable in cash, property or units, in excess of full cumulative distributions on the Series GP-A Preferred Units as described above.

4. Liquidation.

A. Subject to Section 4.F. below of this Schedule XVI to Exhibit J, upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership (each a "Liquidation Event"), the holders of Series GP-A Preferred Units then outstanding are entitled to be paid, out of the assets of the Partnership legally available for distribution to its members, a liquidation preference equal to the sum of the following (collectively, the "Liquidation Preference"): (i) $1,000.00 per unit, (ii) all accrued and unpaid distributions thereon through and including the date of payment, and (iii) if the Liquidation Event is on or before the second anniversary of the Original Issue Date, a premium of $100, before any distribution of assets is made to holders of any Junior Securities.

B. If upon any Liquidation Event the available assets of the Partnership are insufficient to pay the full amount of the Liquidation Preference on all outstanding Series GP-A Preferred Units, the holders of Junior Securities shall contribute back to the Partnership any distributions or other payments received from the Partnership in connection with a Liquidation Event to the extent necessary to enable the Partnership to pay all sums payable to the holders of the Series GP-A Preferred Units pursuant to this Agreement. If, notwithstanding the funds received from the holders of Junior Securities pursuant to the previous sentence, the available assets of the Partnership are still insufficient to pay the full amount payable hereunder with respect to all outstanding Series GP-A Preferred Units, then the holders of the Series GP-A Preferred Units shall share ratably in any distribution of assets in proportion to the full Liquidation Preference to which they would otherwise be respectively entitled.

C. After payment of the full amount of the Liquidation Preference to which they are entitled, the holders of Series GP-A Preferred Units will have no right or claim to any of the remaining assets of the Partnership.

D. Upon the Partnership's provision of written notice as to the effective date of any Liquidation Event, accompanied by a check or electronic payment in the amount of the full Liquidation Preference to which each record holder of the Series GP-A Preferred Units is entitled, the Series GP-A Preferred Units shall no longer be deemed outstanding membership interests of the Partnership and all rights of the holders of such units will terminate. Such notice shall be given by first class mail, postage pre-paid, or via electronic mail to each record holder of the Series GP-A Preferred Units at the respective addresses of such holders as the same shall appear in the records of the Partnership.

E. The consolidation or merger of the Partnership with or into any other business enterprise or of any other business enterprise with or into the Partnership, or the sale, lease or conveyance of all or substantially all of the assets or business of the Partnership, shall not be deemed to constitute a Liquidation Event.

F. The General Partner, in its sole discretion, may elect not to pay the holders of Series GP-A Preferred Units the sums due pursuant to Section 4.A. above of this Schedule XVI of Exhibit J immediately upon a Liquidation Event but instead choose to first distribute such amounts as may be due to the holders of the Junior Securities hereunder. If the General Partner elects to exercise this option pursuant to this Section 4.F., the General Partner shall first establish a reserve in an amount equal to 200% of all amounts owed to the holders of the Series GP-A Preferred Units pursuant to this Agreement. In the event that the sum held in the reserve is insufficient to pay all amounts owed to the holders of the Series GP-A Preferred Units hereunder, the holders of Junior Securities shall contribute back to the Partnership any distributions or other payments received from the Partnership in connection with a Liquidation Event to the extent necessary to enable the Partnership to pay all sums payable to the holders of the Series GP-A Preferred Units hereunder. In addition, in the event that the Partnership elects to establish a reserve for payment of the Liquidation Preference, the Series GP-A Preferred Units shall remain outstanding until the holders thereof are paid the full Liquidation Preference, which payment shall be made no later than immediately prior to the Partnership making its final liquidating distribution on the Junior Securities. In the event that the Redemption Premium in effect on the payment date is less than the Redemption Premium on the date that the Liquidation Preference was set apart for payment, the Partnership may make a corresponding reduction to the funds set apart for payment of the Liquidation Preference.

5. Redemption. The Partnership may redeem a Series GP-A Preferred Unit at any time upon the election of the General Partner at a redemption price of $1,000, plus (i) all accumulated and unpaid distributions on such Series GP-A Preferred Unit and (ii) if the redemption date is on or before the second anniversary of the Original Issue Date, a premium of $100. From and after the applicable redemption date, the Series GP-A Preferred Units so redeemed shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series GP-A Preferred Units shall cease.

6. Voting Rights. Except as required by applicable law or the Agreement, the holder of the Series GP-A Preferred Units, as such, shall have no voting rights.

7. Conversion. Series GP-A Preferred Units are not convertible into units of any other class or series of the units of the Partnership.

8. Allocations. Allocations of the Partnership's items of income, gain, loss and deduction shall be allocated among holders of Series GP-A Preferred Units in accordance with Article VI of the Agreement.

Exhibit 10.2

RESTATED PUBLIC STORAGE

2021 EQUITY AND PERFORMANCE-BASED INCENTIVE COMPENSATION PLAN[1]

1. GENERAL PURPOSES OF THE PLAN; DEFINITIONS

The purposes of this Plan are to enhance the Company's ability to attract and retain highly qualified officers, directors, key employees, and other persons, and to motivate such persons to serve the Company and its Affiliates to improve the business results and earnings of the Company, by providing to such persons an opportunity to acquire or increase a direct proprietary interest in the operations and future success of the Company.

The following terms shall be defined as set forth below:

"**Affiliate**" means (i) any entity that is, directly or indirectly, controlled by the Company, including a Subsidiary, and (ii) any other entity in which the Company has a significant equity interest or which has a significant equity interest in the Company, in either case as determined by the Committee.

"**Annual Incentive Award**" means an Award made for achieving performance goals over a performance period of up to one year (the Company's fiscal year, unless otherwise specified by the Committee).

"**Award**" means a grant of an Option, Stock Appreciation Right, Restricted Stock, Unrestricted Stock, Stock Unit, Dividend Equivalent Rights, or cash award under the Plan.

"**Award Agreement**" means the written agreement between the Company and a Participant that sets out the terms and conditions of an Award.

"**Board**" means the Board of Trustees of the Company.

"**Cause**" means any of the following that the Committee determines may materially injure the financial condition or business reputation of the Company: (i) any willful act or omission by a Participant constituting dishonesty, fraud or other malfeasance and (ii) any material breach of an agreement between a Participant and the Company.

"**Change of Control**" means the occurrence of any of the following events: (i) the dissolution or liquidation of the Company, or a merger, consolidation or reorganization of the Company with one or more entities in which the Company is not the surviving entity; (ii) a sale of substantially all of the Company's assets; (iii) a merger in which the Company is the surviving entity but after which the Company's shareholders immediately prior to such merger cease to own their shares or other equity interest in the Company; or (iv) the acquisition, sale or transfer of more than 30% of the Company's outstanding shares by tender offer or similar transaction.

"**Code**" means the Internal Revenue Code of 1986, as now in effect or as later amended. References to particular sections shall as appropriate take into account related rules, regulations and interpretations.

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[1] This Restated Plan reflects the amendment to the Plan approved on February 14, 2024.

"**Committee**" means the Board, or the committee appointed by the Board to administer the Plan, which shall be composed of not less than two Outside Trustees, each of whom shall (i) be a "non-employee director" within the meaning of Rule 16b-3 of the Exchange Act; and (ii) comply with the independence requirements under the applicable stock exchange listing requirements. Until otherwise determined by the Board, the Compensation Committee of the Board shall be the designated Committee under the Plan with respect to Awards.

"**Company**" means Public Storage, a Maryland real estate investment trust, or its successors. As appropriate in the context, references to the Company will include references to Affiliates.

"**Disability**" means the Participant is unable to perform the essential duties of such Participant's position by reason of a medically determinable physical or mental impairment which is potentially permanent in character or which can be expected to last for a continuous period of not less than twelve (12) months.

"**Dividend Equivalent Right**" means a right, granted under Section 11, to receive cash, Stock, other Awards or other property equal in value to dividends paid relating to a specified number of shares of Stock, or other periodic payments.

"**Effective Date**" means April 26, 2021, the date the Plan was approved by the Company's shareholders.

"**Exchange Act**" means the Securities Exchange Act of 1934, as now in effect or as amended.

"**Fair Market Value**" of the Stock on any given date means the last reported sale price at which Stock is traded on such date or, if no Stock is traded on such date, the most recent date on which Stock was traded, as reflected on the New York Stock Exchange or, if applicable, any other national exchange on which the Stock is traded. If the Stock is not then listed on any established national or regional exchange, Fair Market Value shall be the value of the Stock as determined by the Committee in good faith in a manner consistent with Code Section 409A.

"**Family Member**" means a person who is a spouse, former spouse, child, stepchild, grandchild, parent, stepparent, grandparent, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, or sister-in-law, including adoptive relationships, of the Participant, any person sharing the Participant's household (other than a tenant or employee), a trust in which any one or more of these persons (and/or the Participant) have more than fifty percent (50%) of the beneficial interest, a foundation in which any one or more of these persons (and/or the Participant) control the management of assets, and any other entity in which one or more of these persons (and/or the Participant) own more than fifty percent (50%) of the voting interests.

"**Grant Date**" means, as determined by the Committee, the latest to occur of: (i) the date as of which the Committee approves an Award; (ii) the date the recipient first becomes eligible to receive an Award; or (iii) such other date specified by the Committee.

"**Non-qualified Stock Option**" means an Option that is not an incentive stock option under Code Section 422.

"**Option**" means an option to purchase one or more shares of Stock under the Plan.

"**Option Price**" means the exercise price for each share of Stock subject to an Option.

"**Outside Trustee**" means a member of the Board who is not an officer or employee of the Company.

"**Participant**" means a person who receives or holds an Award under the Plan.

"**Performance Award**" means an Award based on achieving performance goals over a performance period of up to ten (10) years.

"**Plan**" means this Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan, as amended from time to time.

"**Prior Plans**" means the Company's 2016 Equity and Performance-Based Incentive Compensation Plan and the Company's 2007 Equity and Performance-Based Incentive Compensation Plan.

"**Purchase Price**" means the purchase price for each share of Stock under a grant of Restricted Stock or Unrestricted Stock.

"**Restricted Stock**" means shares of Stock awarded under Section 8.

"**SAR**" means a right granted under Section 7.

"**SAR Exercise Price**" means the per share exercise price of a SAR granted under Section 7.

"**Securities Act**" means the Securities Act of 1933, as now in effect or as amended.

"**Service**" means service as a Service Provider to the Company or an Affiliate. Unless otherwise stated in the applicable Award Agreement, a Participant's change in position or duties shall not result in interrupted or terminated Service, so long as the Participant continues to be a Service Provider to the Company or an Affiliate. Subject to the preceding sentence, whether a termination of Service shall have occurred for purposes of the Plan shall be determined by the Committee, which determination shall be final, binding, and conclusive.

"**Service Provider**" means an employee, officer, trustee, or director of the Company or an Affiliate, or a consultant or adviser currently providing services to the Company or an Affiliate.

"**Stock**" means a bookkeeping entry representing the equivalent of one share of Stock awarded under Section 8, including a unit of interest in an Affiliate, the value of which is determined by reference to, or is redeemable for one share of Stock (or another interest or interests in an Affiliate which ultimately may be redeemable for one share of Stock).

"**Stock Unit**" means a bookkeeping entry representing the equivalent of one share of Stock awarded under Section 8.

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"**Subsidiary**" means any corporation that at the time qualifies as a subsidiary of the Company under the definition of "subsidiary corporation" in Code Section 424(f). Notwithstanding the foregoing, the Committee, in its sole and absolute discretion, may determine that any entity in which the Company has a significant equity or other interest is a "Subsidiary."

"**Substitute Awards**" means Awards granted to replace outstanding awards previously granted by an entity acquired by the Company or with which the Company combines.

"**Unrestricted Stock**" means an Award under Section 9.

2. ADMINISTRATION OF THE PLAN

2.1 Administration. The Committee shall have such powers and authorities related to the administration of the Plan as are consistent with the Company's declaration of trust and by-laws and applicable law, and shall administer the Plan. As to the selection of, and Awards to, Participants who are not subject to Section 16 of the Exchange Act, the Committee may delegate any or all of its responsibilities to one or more members of the Board.

Subject to the provisions of the Plan, the Committee shall have complete control over the administration of the Plan and shall have the authority in its sole discretion to (a) designate Participants, (b) construe, interpret and implement the Plan and all Award Agreements, (c) establish, amend, and rescind any rules and regulations relating to the Plan, (d) grant Awards, (e) determine who shall receive Awards, when such Awards shall be made, the terms and conditions of each Award (including the Option Price of any Option and any restrictions or conditions relating to the vesting, exercise, lapse, transfer, or forfeiture of an Award or related Stock) and terms and provisions of Award Agreements, (f) establish plans supplemental to this Plan covering individuals who are foreign nationals or are employed or residing outside of the United States, (g) provide for mandatory or voluntary deferrals of Awards and (h) make all other determinations in its discretion that it may deem necessary or advisable for the administration of the Plan. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award Agreement in the manner and to the extent it shall deem desirable to carry the Plan or any such Award Agreement into effect.

Subject to the other terms and conditions of the Plan, including the limitation on re-pricing under this Plan, the Committee shall have full and final authority to amend, modify, or supplement the terms of any outstanding Award. Notwithstanding anything in the Plan to the contrary: (i) the Committee shall be entitled to make non-uniform and selective determinations under the Plan, and (ii) no amendment, modification, or supplement of any Award shall, without the consent of an affected Participant, impair the Participant's rights under such Award. The determinations of the Committee in the administration of the Plan shall be final and conclusive.

2.2 Forfeitures and Clawback; No Re-Pricing. Any Award granted pursuant to the Plan shall be subject to mandatory repayment by the Participant to the Company (x) to the extent set forth in this Plan or an Award Agreement or (y) to the extent the Participant is, or in the future becomes, subject to (1) the Company's Incentive Compensation Recoupment Policy or similar successor policy, or (2) any applicable laws which impose mandatory recoupment, under circumstances set forth in such applicable laws.

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In addition, the Company may retain the right in an Award Agreement to cause a forfeiture of the gain realized by a Participant on account of actions taken by the Participant in violation or breach of or in conflict with any employment agreement, non-competition agreement, any agreement prohibiting solicitation of employees or clients of the Company or any confidentiality obligation with respect to the Company or otherwise in competition with the Company, to the extent specified in such Award Agreement. Furthermore, the Company may annul an Award if the Participant is an employee of the Company and is terminated for Cause as defined in the applicable Award Agreement or the Plan.

No amendment or modification may be made to an outstanding Option or SAR which reduces the Option Price or SAR Exercise Price, by lowering the Option Price or SAR Exercise Price or by canceling the outstanding Option or SAR in exchange for cash, other securities or a replacement Option or SAR with a lower Option Price or SAR Exercise Price, in each case without the approval of the shareholders of the Company, provided, that, appropriate adjustments may be made to outstanding Options and SARs pursuant to Section 15 and may be made if such amendment or modification would not be deemed to be a re-pricing under applicable stock exchange listing requirements.

2.3 Deferral Arrangement. The Committee may permit or require the deferral of any Award payment into a deferred compensation arrangement, subject to such rules and procedures as it may establish, which may include provisions for the payment or crediting of interest or dividend equivalents, including converting such credits into deferred Stock equivalents. Any such deferrals shall be made in a manner designed to comply with Code Section 409A.

2.4 No Liability. No member of the Board or of the Committee shall be liable for any action taken in good faith relating to the Plan, any Award, or any Award Agreement. Neither the Company, an Affiliate, the Board, the Committee, nor any person acting on any of their behalf shall be liable to any Participant or to the estate or beneficiary of any Participant or to any other holder of an Award under the Plan as a result of any acceleration of income, or any additional tax (including any interest and penalties), asserted relating to the failure of an Award to satisfy the requirements of Code Section 409A or relating to Code Section 4999, or otherwise asserted relating to the Award; provided, that this Section 2.4 shall not affect any of the rights or obligations set forth in an applicable agreement between the Participant and the Company.

3. SHARES SUBJECT TO THE PLAN

3.1 Aggregate Share Limit. Subject to adjustment as provided in Section 3.3 and Section 15, the maximum number of shares of Stock with respect to which Awards may be granted under the Plan shall be three million (3,000,000) shares of Stock, plus the carryover shares remaining from: (a) the number of shares of Stock available for future awards under the Prior Plans as of the Effective Date, plus (b) the number of shares of Stock related to awards outstanding under the Prior Plans as of the Effective Date that later terminate by expiration, forfeiture, cancellation, or otherwise without the issuance of such shares of Stock (the “Share Limit”).

3.2 Reissue of Awards and Stock. Awards payable in cash or payable in cash or Stock, including Restricted Stock, that are forfeited, cancelled, or for any reason do not vest under this Plan, and Stock that are subject to Awards that expire or for any reason are terminated, cancelled or fail to vest shall be available for subsequent Awards under this Plan. If an Award under this Plan is or may be settled only in cash, such Award need not be counted against the Share Limit. Stock subject to Options or SARs that are exercised shall not be available for subsequent Awards. The following transactions involving Stock will not result in additional Stock becoming available for subsequent Awards under this Plan: (i) Stock tendered or not issued in payment of an Option or in net settlement of a SAR; (ii) Stock withheld for taxes; and (iii) Stock repurchased by the Company using Option proceeds.

3.3 Adjustments. The Committee shall have the right to substitute or assume Awards in connection with mergers, reorganizations, separations, or other transactions to which Code Section 424(a) applies. The Share Limit may be increased by the corresponding number of Awards assumed and, in the case of a substitution, by the net increase in the number of shares of Stock subject to Awards before and after the substitution.

4. AWARD ELIGIBILITY AND LIMITATIONS

4.1 Service Providers and Other Persons. Subject to this Section 4, Awards may be made under the Plan to: (i) any Service Provider to the Company or any Affiliate, as the Committee shall determine and designate and (ii) any other individual whose participation in the Plan is determined to be in the best interests of the Company by the Committee.

4.2 Successive Awards and Substitute Awards. An eligible person may receive more than one Award, subject to such restrictions as are provided in the Plan. Notwithstanding Sections 6.1 and 7.1, the Option Price or the SAR Exercise Price of a Substitute Award may be less than 100% of the Fair Market Value of a share of Stock on the original date of grant; provided that the Option Price or SAR Exercise Price is determined in accordance with the principles of Code Section 424.

4.3 **Individual Limits.** During any time when the Company has a class of equity security registered under Section 12 of the Exchange Act:

(i) the maximum number of shares of Stock subject to Options or SARs that can be granted under the Plan to any person (other than an Outside Trustee) eligible for an Award under Section 4 is one million (1,000,000) per calendar year; and

(ii) the maximum value that can be granted under the Plan to any person (other than an Outside Trustee) eligible for an Award under Section 4 other than Options or SARs is fifteen million dollars ($15,000,000) per calendar year in the aggregate for all such Awards.

The limitations in this Section 4.3 are subject to adjustment as provided in Section 15.

4.4 **Minimum Vesting Requirements.** No Award (or portion of any Award) granted under the Plan shall become exercisable or vested prior to the one-year anniversary of the Grant Date of such Award; provided, however, that such restriction shall not apply to Awards granted under the Plan with respect to the number of shares of Stock which, in the aggregate, does not exceed five percent (5%) of the Share Limit (subject to adjustment under Section 15). This Section 4.4 shall not restrict the right of the Committee to provide for the acceleration or continuation of the vesting or exercisability of an Award upon or after a termination of employment or service or otherwise, including, without limitation, as a result of a termination without Cause, death, Disability, retirement or constructive termination.

5. AWARD AGREEMENT

Each Award shall be evidenced by an Award Agreement, in such form or forms as the Committee shall from time to time determine. Award Agreements do not need to contain the same or similar provisions, but shall be consistent with the terms of the Plan.

6. TERMS AND CONDITIONS OF OPTIONS

6.1 **Non-qualified Stock Options and Option Price.** All Options granted under this Plan shall be Non-qualified Stock Options. The Option Price of each Option shall be fixed by the Committee and stated in the related Award Agreement. The Option Price of each Option shall be at least the Fair Market Value on the Grant Date of a share of Stock. In no case shall the Option Price of any Option be less than the par value of a share of Stock.

6.2 **Vesting.** Subject to Sections 6.4, 15.3, and 15.4, each Option granted under the Plan shall become exercisable as the Committee determines, which will be stated in the Award Agreement. Only Options granted to persons who are not entitled to overtime under applicable state or federal laws will vest or be exercisable within a six-month period starting on the Grant Date. For purposes of this Section 6.2, fractional numbers of shares of Stock subject to an Option shall be rounded down to the next nearest whole number.

6.3 **Term.** Each Option granted under the Plan shall terminate, and all rights to purchase the related shares of Stock shall cease, ten (10) years after the Grant Date, or under such circumstances and on such earlier date as is set forth in the Plan or as may be fixed by the Committee and stated in the Award Agreement relating to that Option.

6.4 Termination of Service.

6.4.1 **Termination of Service.** Unless otherwise provided in an Award Agreement, upon the termination of the Participant's Service, other than in the case of death or Disability, any Option that has not vested in accordance with the provisions of the related Award Agreement shall terminate immediately, and any Option that has vested but has not been exercised shall terminate at the close of business on the thirtieth (30th) day following the termination of the Participant's Service (or such longer period as the Committee, in its discretion, may determine prior to the expiration of such thirty (30) day period), subject to earlier termination of the Option as provided in Section 6.3 above. Upon termination of an Option, the Participant shall have no further right to purchase shares of Stock under such Option.

6.4.2 Rights in the Event of Death or Disability. Unless otherwise provided in an Award Agreement, upon the termination of the Participant's Service by reason of the Participant's death or Disability, all Options granted to such Participant shall fully vest on the date of death or termination of the Participant's Service. The Options so vested shall be exercisable for a period of one (1) year after the death or termination of Service (or such longer period as the Committee, in its discretion, may determine prior to the expiration of such one (1) year period), subject to earlier termination of the Option as provided in Section 6.3 above.

6.5 Limitations on Exercise of Option. In no event may any Option be exercised, in whole or in part, after the occurrence of an event referred to in Section 15 that results in termination of the Option.

6.6 Method of Exercise. An Option that is exercisable may be exercised by the Participant (or in the event of legal incapacity or incompetency, the Participant's guardian or legal representative, and following a Participant's death, the executors, administrators, legatees or distributees of the Participant's estate) as specified by the Company and shall be accompanied by payment in full of the Option Price of the shares for which the Option is being exercised plus the amount (if any) of federal and/or other taxes which the Company may, in its judgment, be required to withhold relating to an Award.

6.7 Rights of Holders of Options. Unless otherwise stated in the applicable Award Agreement, an individual holding or exercising an Option shall have none of the rights of a shareholder (for example, the right to vote the shares or receive cash or dividend payments or distributions on the shares) until the shares of Stock are fully paid and issued. Except as provided in Section 15, no adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date of such issuance.

6.8 Transferability of Options. Except as provided in Section 6.9, no Option shall be assignable or transferable by the Participant to whom it is granted, other than by will or the laws of descent and distribution.

6.9 Family Transfers. If authorized in the applicable Award Agreement, a Participant may transfer, not for value, all or part of an Option to any Family Member. For the purpose of this Section 6.9, a "not for value" transfer is a transfer which is: (i) a gift; (ii) a transfer under a domestic relations order in settlement of marital property rights; or (iii) a transfer to an entity in which more than fifty percent (50%) of the voting interests (or relating to a trust, more than fifty percent (50%) of the beneficial interests) are owned by Family Members (and/or the Participant) in exchange for an interest in that entity. Following a transfer under this Section 6.9, any such Option shall continue to be subject to the same terms and conditions that applied immediately prior to transfer. Subsequent transfers of transferred Options are prohibited except to Family Members of the original Participant in accordance with this Section 6.9 or by will or the laws of descent and distribution. The events of termination of Service of Section 6.4 shall continue to be applied to the original Participant, following which the Option shall be exercisable by the transferee only to the extent, and for the periods specified, in Section 6.4.

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7. TERMS AND CONDITIONS OF SARS

7.1 Right to Payment and SAR Exercise Price. A SAR shall confer on the Participant a right to receive on exercise the excess of (A) the Fair Market Value of one share of Stock on the date of exercise over (B) the SAR Exercise Price of the SAR as determined by the Committee. The Award Agreement for a SAR shall specify its SAR Exercise Price, which shall be at least the Fair Market Value of a share of Stock on the Grant Date. A SAR that is granted subsequent to the Grant Date in conjunction with a related Option must have a SAR Exercise Price that is no less than the Fair Market Value of one share of Stock on the SAR Grant Date.

7.2 Other Terms. The Committee shall determine on the Grant Date or later, when and how a SAR may be exercised in whole or in part (including based on achievement of performance goals and/or future Service requirements), the time or times at which SARs shall cease to be or become exercisable following termination of Service or upon other conditions, the method of exercise, method of settlement, form of consideration payable in settlement, method by or forms in which Stock will be delivered or deemed to be delivered to Participants, whether or not a SAR shall be in tandem or in combination with any other Award, and any other terms and conditions of any SAR. Only SARs granted to persons who are not entitled to overtime under applicable state or federal laws will be permitted to vest or be exercisable within a six-month period starting on the Grant Date.

7.3 Term. Each SAR granted under the Plan shall terminate, and all related rights shall cease, ten (10) years after the Grant Date, or under such circumstances and on such earlier date as is set forth in the Plan or as may be fixed by the Committee and stated in the related Award Agreement.

8. TERMS AND CONDITIONS OF RESTRICTED STOCK AND STOCK UNITS

8.1 Grant of Restricted Stock or Stock Units. Awards of Restricted Stock or Stock Units may be made for no consideration (other than par value of the shares which will be deemed paid by Services rendered or to be rendered).

8.2 Restrictions. At the time a grant of Restricted Stock or Stock Units is made, the Committee may, in its sole discretion, establish a period of time (a "**restricted period**") applicable to such Restricted Stock or Stock Units and may prescribe other restrictions, including the satisfaction of corporate or individual performance objectives in accordance with Section 12. Each Award of Restricted Stock or Stock Units may be subject in whole or part to different restrictions. Neither Restricted Stock nor Stock Units may be sold, transferred, assigned, pledged, or otherwise encumbered or disposed of during the restricted period or prior to the satisfaction of any other applicable restrictions prescribed by the Committee.

8.3 Stock Certificates and Book Entry. Upon the grant of Restricted Stock, the Committee shall cause a stock certificate registered in the name of the Participant to be issued or shall cause share(s) of common stock to be registered in the name of the Participant and held in book-entry form subject to the Company's directions, in each case as soon as reasonably practicable after the Grant Date. The Committee may provide in an Award Agreement that either: (i) the Secretary of the Company shall hold any such certificates for the Participant's

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benefit until such time as the Restricted Stock is forfeited to the Company or the restrictions lapse; or (ii) any such certificates shall be delivered to the Participant; provided, however, that any such certificates shall bear a legend or legends that comply with the applicable securities laws and regulations and makes appropriate reference to the restrictions imposed under the Plan and the Award Agreement. To the extent shares of Restricted Stock are forfeited, any stock certificates issued to the Participant evidencing such shares shall be returned to the Company, and all rights of the Participant to such shares and as a shareholder with respect thereto shall terminate without further obligation on the part of the Company.

8.4 Rights of Holders of Restricted Stock. Unless the Committee otherwise provides in an Award Agreement, holders of Restricted Stock shall have the right to vote such Stock and the right to receive any dividends declared or paid relating to such Stock. The Committee may provide that any dividends paid on Restricted Stock must be reinvested in shares of Stock, which may or may not be subject to the same vesting conditions and restrictions applicable to such Restricted Stock. Dividend payments or distributions declared or paid on shares of Restricted Stock which vest or are earned based upon the achievement of performance goals shall not vest unless the applicable performance goals are achieved, and if the goals are not achieved, the Participant shall promptly forfeit and, to the extent already paid or distributed, repay to the Company such dividend payments or distributions. All distributions, if any, received by a Participant relating to Restricted Stock as a result of any stock split, stock dividend, combination of shares, or other similar transaction shall be subject to the restrictions applicable to the Restricted Stock.

8.5 Rights of Holders of Stock Units.

8.5.1 Voting and Dividend Rights. Unless the Committee otherwise provides in an Award Agreement, holders of Stock Units shall have no rights as shareholders of the Company other than the right to receive, upon the Company's payment of a cash dividend on its outstanding Stock, a cash payment for each Stock Unit held equal to the per-share dividend paid on the Stock. Unless the Committee otherwise provides in an Award Agreement, dividend payments or distributions declared or paid on shares underlying Stock Units which vest or are earned based upon the achievement of performance goals shall not vest unless such performance goals for such Stock Units are achieved, and if the goals are not achieved, the Participant shall promptly forfeit and, to the extent already paid or distributed, repay to the Company such dividend payments or distributions. The Committee may also provide that such cash dividend will be deemed reinvested in additional Stock Units at a price per unit equal to the Fair Market Value of a share of Stock on the date that such dividend is paid.

8.5.2 Creditor's Rights. A holder of Stock Units shall have no rights other than those of a general creditor of the Company. Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Award Agreement.

8.6 Termination of Service. Unless otherwise provided in an Award Agreement, upon the termination of the Participant's Service, other than in the case of death or Disability, any Restricted Stock or Stock Units held by such Participant that have not vested, or for which all applicable restrictions and conditions have not lapsed, shall immediately be deemed forfeited, unless the Committee, in its discretion, determines otherwise. Upon forfeiture of Restricted Stock or Stock Units, the Participant shall have no further rights relating to such grant, including but not limited to any right to vote Restricted Stock or any right to receive dividends relating to shares of Restricted Stock or Stock Units.

8.7 Rights in the Event of Death or Disability. Unless otherwise provided in an Award Agreement, upon the termination of the Participant's Service by reason of the Participant's death or Disability, all Restricted Stock and Stock Units granted to such Participant shall fully vest on the date of death or date of termination of Service, and the related shares of Stock shall be deliverable in accordance with the terms of the Plan, in the case of death, to the executors, administrators, legatees, or distributees of the Participant's estate, or in the case of Disability, to the Participant.

8.8 Purchase of Restricted Stock. The Participant shall be required, to the extent required by applicable law, to purchase the Restricted Stock from the Company at a Purchase Price equal to the greater of: (i) the aggregate par value of the shares of Stock represented by such Restricted Stock; or (ii) the Purchase Price, if any, specified in the Award Agreement relating to such Restricted Stock. The Purchase Price shall be payable in a form described in Section 10 or, in the discretion of the Committee, in consideration for past or future Services rendered.

8.9 Delivery of Stock. Upon the expiration or termination of any restricted period and the satisfaction of any other applicable conditions, the restrictions on shares of Restricted Stock or Stock Units settled in Stock shall lapse, and, unless otherwise provided in the Award Agreement, a stock certificate for such shares shall be delivered, free of all such restrictions, to the Participant or the Participant's beneficiary or estate, as the case may be. Neither the Participant, nor the Participant's beneficiary or estate, shall have any further rights with regard to a Stock Unit once the share of Stock represented by the Stock Unit has been delivered.

9. TERMS AND CONDITIONS OF UNRESTRICTED STOCK AWARDS

Subject to Section 4.4, the Committee may, in its sole discretion, grant (or sell at par value or such other higher purchase price determined by the Committee) an Unrestricted Stock Award to any Participant under which such Participant may receive shares of Stock free of any restrictions ("**Unrestricted Stock**") under the Plan. Unrestricted Stock Awards may be granted or sold as described in the preceding sentence in respect of past services and other valid consideration, or in lieu of, or in addition to, any cash compensation due to such Participant.

10. FORM OF PAYMENT FOR OPTIONS AND RESTRICTED STOCK

10.1 General Rule. Payment of the Option Price for the shares purchased under the exercise of an Option or the Purchase Price for Restricted Stock shall be made in cash or in cash equivalents acceptable to the Company.

10.2 Surrender of Stock. To the extent the Award Agreement so provides, payment of the Option Price for shares purchased under the exercise of an Option or the Purchase Price for Restricted Stock may be made all or in part through the tender to the Company of shares of

Stock, which shall be valued, for purposes of determining the extent to which the Option Price or Purchase Price has been paid thereby, at their Fair Market Value on the date of surrender.

10.3 Cashless Exercise. As to Options only (and not as to Restricted Stock), to the extent permitted by law and to the extent the Award Agreement so provides, payment of the Option Price for shares purchased under the exercise of an Option may be made all or in part by delivery (on a form acceptable to the

Committee) of an irrevocable direction to a licensed securities broker acceptable to the Company to sell shares of Stock and to deliver all or part of the sales proceeds to the Company in payment of the Option Price and any withholding taxes described in Section 17.3.

10.4 Other Forms of Payment. To the extent the Award Agreement so provides, payment of the Option Price for shares purchased under exercise of an Option or the Purchase Price for Restricted Stock may be made in any other form that is consistent with applicable laws, regulations, and rules, including: (i) for Restricted Stock, Service rendered or to be rendered by the Participant thereof to the Company or an Affiliate; and (ii) with the consent of the Company, by withholding the number of shares of Stock that would otherwise vest or be issuable in an amount equal in value to the Option Price or Purchase Price and/or the required tax withholding amount.

11. TERMS AND CONDITIONS OF DIVIDEND EQUIVALENT RIGHTS

11.1 Dividend Equivalent Rights. A Dividend Equivalent Right may be granted under the Plan to any Participant, the terms and conditions of which shall be specified in the Award Agreement. Dividend equivalents credited to the holder of a Dividend Equivalent Right may be paid currently or may be deemed to be reinvested in additional shares of Stock, which may later accrue additional equivalents. Any such reinvestment shall be at Fair Market Value on the date of reinvestment. Dividend Equivalent Rights may be settled in cash or Stock or a combination, in a single installment or installments, all determined in the sole discretion of the Committee. A Dividend Equivalent Right granted as a component of another Award may provide that such Dividend Equivalent Right shall be settled upon exercise, settlement, or payment of, or lapse of restrictions on, such other Award, and that such Dividend Equivalent Right shall expire or be forfeited or annulled under the same conditions as such other Award. A Dividend Equivalent Right granted as a component of another Award may also contain terms and conditions different from such other Award. Dividend Equivalent Rights granted as a component of another Award which vests or is earned based upon the achievement of performance goals shall not vest unless such performance goals are achieved, and if the goals are not achieved, the Participant of such Dividend Equivalent Rights shall promptly forfeit and, to the extent already paid or distributed, repay to the Company payments or distributions made in connection with such Dividend Equivalent Rights.

11.2 Termination of Service. Except as may otherwise be provided by the Committee either in the Award Agreement or in writing after the Award Agreement is issued, and subject to Section 15, a Participant’s rights in all Dividend Equivalent Rights or interest equivalents shall automatically terminate upon the Participant’s termination of Service for any reason.

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12. TERMS AND CONDITIONS OF PERFORMANCE AND ANNUAL INCENTIVE AWARDS

12.1 Performance Conditions. The right of a Participant to exercise or receive a grant or settlement of any Award, and the timing, may be subject to such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions and may exercise its discretion to increase or reduce the amounts payable under any Award subject to performance conditions.

12.2 Performance Goals Generally. The performance goals for Performance or Annual Incentive Awards may consist of one or more business criteria and a targeted level or levels of performance relating to each of such criteria, as specified by the Committee. Performance goals may be subjective or objective. The Committee may determine that Performance or Annual Incentive Awards shall be granted, exercised, and/or settled upon achievement of any one performance goal or that two or more of the performance goals must be achieved as a condition to grant, exercise, and/or settlement of such Performance or Annual Incentive Awards. Performance goals may differ for Performance or Annual Incentive Awards granted to any one Participant or to different Participants.

12.3 Business Criteria. The Committee may use one or more of the following criteria or measures of performance as it may deem appropriate (or such other criteria or measures of performance as it may deem appropriate):

(i) changes in funds from operation (FFO), Core FFO, or FFO as adjusted, including on a per share basis;

(ii) changes in funds available for distribution (FAD);

(iii) same store revenue growth or targets or other sales or revenue growth or targets;

(iv) changes in net asset value (NAV);

(v) changes in total shareholder value (TSV) based on changes in NAV per share and dividend distributions;

(vi) changes in intrinsic business value;

(vii) stock price or total shareholder return;

(viii) implementation, commencement, or completion of critical or strategic projects, acquisitions, or processes;

(ix) return measures, including return on invested capital and return on assets, capital, investment, or equity;

(x) divestiture, joint venture, or development activity;

(xi) measures related to geographic business expansion or market share, customer satisfaction, employee satisfaction, human resources management, legal matters, or information technology;

(xii) net earnings or net income;

(xiii) operating earnings;

(xiv) gross or operating margins, or

(xv) any combination of any of the foregoing.

These business criteria need not be based on an increase or positive result under the business criteria selected. The criteria may be determined on a consolidated basis for the Company, and/or based on specified subsidiaries or business units, may be expressed on an absolute basis or relative to an index, budget or other standard specified by the Committee, and will be calculated in accordance with the Company's financial statements, generally accepted accounting principles, if applicable, or other methodology established by the Committee, including the effect (whether positive or negative) of changes in accounting standards or any unusual or infrequently occurring event or transaction occurring after the establishment of the performance goals applicable to a performance award.

12.4 Settlement of Performance or Annual Incentive Awards; Other Terms. Settlement of such Performance or Annual Incentive Awards shall be in cash, Stock, other Awards, or other property, in the discretion of the Committee. The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with such Performance or Annual Incentive Awards. The Committee shall specify the circumstances in which such Performance or Annual Incentive Awards shall be paid or forfeited in the event of termination of Service by the Participant prior to the end of a performance period or settlement of Performance Awards.

13. PARACHUTE LIMITATIONS

For purposes of this Section 13: (i) other than agreements relating to the Plan, any other agreement, contract, or understanding previously or subsequently entered into by a Participant with the Company, except an agreement, contract, or understanding that expressly addresses Code Section 280G or Code Section 4999, is defined as an "**Other Agreement**"; and (ii) any other formal or informal plan or other arrangement for the direct or indirect provision of compensation to the Participant (including groups or classes of Participants or beneficiaries of which the Participant is a member), whether or not such compensation is deferred, is in cash, or is in the form of a benefit to or for the Participant is defined as a "**Benefit Arrangement**".

If the Participant is a "disqualified individual" as defined in Code Section 280G(c) and any exercise, vesting, payment, or benefit to the Participant under this Plan would be considered a "parachute payment" under Code Section 280G(b)(2), taking into account all rights, payments, or benefits to or for the Participant under this Plan, all Other Agreements, and all Benefit Arrangements (a "**Parachute Payment**"), any right of the Participant to any exercise, vesting, payment, or benefit under this Plan shall be reduced or eliminated to the minimum extent to permit Participant to receive more on a net after-tax basis.

Except as required by Code Section 409A or to the extent that Code Section 409A permits discretion, the Committee shall have the right, in its sole discretion, to designate those rights, payments, or benefits under the Plan, all Other Agreements, and all Benefit Arrangements that should be reduced or eliminated so as to avoid having such rights, payments, or benefits be considered a Parachute Payment. However, to the extent any payment or benefit constitutes deferred compensation under Code Section 409A, in order to comply with Code Section 409A, the Company shall instead accomplish such reduction by first reducing or eliminating any cash payments (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of Performance Awards, then by reducing or eliminating any accelerated vesting of Options or SARs, then by reducing or eliminating any accelerated vesting of Restricted Stock or Stock Units, then by reducing or eliminating any other remaining Parachute Payments.

14. REQUIREMENTS OF LAW

14.1 General. The Company shall not be required to sell or issue any shares of Stock under any Award if the sale or issuance of such shares would constitute a violation by the Participant, any other individual exercising an Option, or the Company of any provision of any law or regulation, including any federal or state securities laws or regulations, and may condition such sale or issuance upon the listing, registration, or qualification of such shares upon any securities exchange or under any governmental regulatory body to the extent determined to be necessary or desirable by the Company in its discretion. Any resulting delay shall in no way affect the date of termination of the Award. Without limiting the generality of the foregoing, unless a registration statement under the Securities Act is in effect for the shares of Stock covered by an Option or other Award, the Company shall not be required to sell or issue any shares upon exercise of any Option or underlying any Award unless the Committee has received evidence satisfactory to it that the Participant or any other individual exercising an Option may acquire such shares under an exemption from registration under the Securities Act. Any such determination by the Committee shall be final, binding, and conclusive. The Company may, but shall in no event be obligated to, register any applicable securities under the Securities Act or take any affirmative action in order to cause the exercise of an Option or the issuance of shares of Stock under the Plan to comply with any law or regulation. As to any jurisdiction that expressly imposes the requirement that an Option shall not be exercisable until the shares of Stock covered by such Option are registered or are exempt from registration, the exercise of such Option (under circumstances in which the laws of such jurisdiction apply) shall be deemed conditioned upon the effectiveness of such registration or the availability of such an exemption.

14.2 Rule 16b-3. During any time when the Company has a class of equity security registered under Section 12 of the Exchange Act, it is the intent of the Company that Awards under the Plan and the exercise of Options granted under the plan will qualify for the exemption provided by Rule 16b-3 under the Exchange Act. To the extent that any provision of the Plan or action by the Committee does not comply with the requirements of Rule 16b-3, it shall be deemed inoperative to the extent permitted by law and deemed advisable by the Committee, and shall not affect the validity of the Plan. If Rule 16b-3 is revised or replaced, the Committee

may exercise its discretion to modify this Plan in any respect necessary to satisfy the requirements of, or to take advantage of any features of, the revised exemption or its replacement.

15. EFFECT OF CHANGES IN CAPITALIZATION

15.1 Changes in Stock. If the number of outstanding shares of Stock is increased or decreased or the shares of Stock are changed into or exchanged for a different number or kind of shares or other securities of the Company on account of any corporate transaction effected without receipt of consideration by the Company occurring after the Effective Date, the number and kinds of shares (i) for which grants of Options and other Awards may be made under the Plan (including the individual share limitation set forth in Section 4.3(i)) and (ii) for which Awards are outstanding shall be adjusted proportionately and accordingly by the Company, with the adjustment to outstanding Awards to be made so that the proportionate interest of the Participant immediately following such event shall, to the extent practicable, be the same as immediately before such event. Any such adjustment in outstanding Options or SARs shall not change the aggregate Option Price or SAR Exercise Price payable for shares that are subject to the unexercised portion of an outstanding Option or SAR, as applicable, but shall include a corresponding proportionate adjustment in the Option Price or SAR Exercise Price per share. The conversion of any convertible securities of the Company shall not be treated as an increase in shares effected without receipt of consideration. Notwithstanding the foregoing, in the event of any distribution to the Company's shareholders of securities of any entity other than the Company or other assets (including an extraordinary dividend but excluding a non-extraordinary dividend of the Company) without receipt of consideration by the Company, the Company shall, in such manner as the Company deems appropriate, adjust (i) the number and kind of shares subject to outstanding Awards and/or (ii) the Option Price or SAR Exercise Price of outstanding Options and SARs to reflect such distribution.

15.2 Reorganization in Which the Company Is the Surviving Entity and in Which No Change of Control Occurs. If the Company shall be the surviving entity in any reorganization, merger, or consolidation of the Company with one or more other entities in which no Change of Control occurs, any Option or SAR previously granted under the Plan shall pertain to and apply to the shares of Stock to which a holder of the shares of Stock subject to such Option or SAR would have been entitled immediately following such reorganization, merger, or consolidation, with a corresponding proportionate adjustment of the Option Price or SAR Exercise Price per share so that the resulting aggregate Option Price or SAR Exercise Price will be the same as the aggregate Option Price or SAR Exercise Price of the shares subject to the Option or SAR immediately prior to such reorganization, merger, or consolidation. Subject to any contrary language in an Award Agreement evidencing an Award, any restrictions applicable to such Award shall apply as well to any replacement shares received by the Participant as a result of the reorganization, merger, or consolidation. In the event of a transaction described in this Section 15.2, Stock Units and other Awards shall be adjusted so as to apply to the shares of Stock that the holder of the shares of Stock subject to such Stock Units or other Awards would have been entitled to receive immediately following such transaction.

15.3 Change of Control in Which Awards Are Not Assumed. Except as otherwise provided in the applicable Award Agreement, in another agreement with the Participant, or as

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otherwise set forth in writing, upon the occurrence of a Change of Control in which outstanding Awards are not being assumed or continued:

(i) with the exception of Performance Awards and Annual Incentive Awards, all outstanding shares of Restricted Stock and all Stock Units shall be deemed to have vested, and all restrictions and conditions applicable to such shares of Restricted Stock and Stock Units shall be deemed to have lapsed immediately prior to the occurrence of such Change of Control, and

(ii) for Performance Awards and Annual Incentive Awards, all performance goals and conditions shall be deemed to have been satisfied immediately prior to the occurrence of such Change of Control based on either actual performance as of a date reasonably close to the date of the Change of Control or target performance, as determined by the Committee in its sole discretion, and such Awards shall become payable pro-rata based on the portion of the applicable performance period completed as of the Change of Control, and

(iii) either or both of the following two actions shall be taken:

(A) fifteen (15) days prior to the scheduled Change of Control, all Options and SARs outstanding shall become immediately vested and exercisable and shall remain exercisable for a period of fifteen (15) days, and/or

(B) the Committee may elect, in its sole discretion, to cancel any outstanding Awards of Options, Restricted Stock, Stock Units, and/or SARs and pay or deliver, or cause to be paid or delivered, to the holder an amount in cash or securities having a value (as determined by the Committee acting in good faith), in the case of Restricted Stock or Stock Units, equal to the formula or fixed price per share paid to holders of shares of Stock and, in the case of vested and unvested Options or SARs, equal to the product of the number of shares of Stock subject to the Option or SAR (the "**Award Shares**") multiplied by the amount, if any, by which (I) the formula or fixed price per share paid to holders of shares of Stock under such transaction exceeds (II) the Option Price or SAR Exercise Price applicable to such Award Shares.

If the Company establishes an exercise window, (i) any exercise of an Option or SAR during such fifteen (15) day period shall be conditioned upon the Change of Control taking place and shall be effective only immediately before the Change of Control takes place, and (ii) upon any Change of Control, the Plan, and all outstanding but unexercised Options and SARs shall terminate. The Committee shall send written notice of an event that will result in such a termination to all individuals who hold Options and SARs not later than the time at which the Company gives notice to its shareholders.

15.4 Change of Control in Which Awards Are Assumed. Except as otherwise provided in the applicable Award Agreement, in another agreement with the Participant, or as otherwise set forth in writing, upon a Change of Control in which outstanding Awards are being assumed or continued, the following provisions shall apply to such Award, to the extent assumed or continued:

The Plan and the Options, SARs, Stock Units, and Restricted Stock granted under the Plan shall continue in the manner and under the terms so provided in the event of any Change of Control to the extent that provision is made in writing in connection with such Change of Control for the continuation of the Plan or the assumption of the Options, SARs, Stock Units, and Restricted Stock previously granted, or for the substitution for such Options, SARs, Stock Units, and Restricted Stock for new common stock options and stock appreciation rights and new common stock units and restricted stock relating to the stock of a successor entity, or a parent or subsidiary, with appropriate adjustments as to the number of shares and option and stock appreciation right exercise prices.

In the event an Award is assumed, continued, or substituted upon the Change of Control and the Service of such Participant with the Company or an Affiliate (or a successor entity, or a parent or subsidiary) is terminated without Cause within one (1) year following the Change of Control, such Award (as assumed, continued, or substituted) shall become fully vested as of the date of such termination and may be exercised in full, to the extent applicable, beginning on the date of such termination and for the one (1) year period immediately following such termination or for such longer period as the Committee shall determine.

15.5 Adjustments. Adjustments under this Section 15.5 related to shares of Stock or securities of the Company shall be made by the Committee, whose determination shall be final, binding, and conclusive. No fractional shares or other securities shall be issued under any such adjustment, and any fractions resulting from any such adjustment shall be eliminated in each case by rounding downward to the nearest whole share. The Committee shall determine the effect of a Change of Control upon Awards other than Options, SARs, Stock Units, and Restricted Stock, and such effect shall be set forth in the appropriate Award Agreement. The Committee may provide in the Award Agreements at the time of grant, or any time later with the consent of the Participant, for different provisions to apply to an Award in place of those described in Sections 15.1, 15.2,15.3, and 15.4.

15.6 No Limitations on Company. The making of Awards under the Plan shall not affect or limit in any way the right or power of the Company to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure or to merge, consolidate, dissolve, or liquidate, or to sell or transfer all or any part of its business or assets.

16. EFFECTIVE DATE, DURATION AND AMENDMENTS

16.1 Effective Date. The Plan is effective as of the Effective Date. Following the Effective Date, no further awards shall be made under the Prior Plan. However, shares of Stock reserved under the Prior Plan to settle awards, including performance-based awards, that were granted under the Prior Plan prior to the Effective Date may be issued and delivered following the Effective Date to settle those awards.

16.2 Term. The Plan shall terminate automatically on the day before the tenth (10th) anniversary of the Effective Date and may be terminated on any earlier date as provided in Section 16.3.

16.3 Amendment and Termination of the Plan. The Committee may amend, suspend, or terminate the Plan. No amendment will be made to the no-re-pricing provisions of Section 2.2, the Option Price provisions of Section 6.1, or the SAR Exercise Price provisions of Section 7.1 without the approval of the

Company's shareholders. Other amendments will be contingent on approval of the Company's shareholders to the extent stated by the Committee, required by applicable law, or required by applicable stock exchange listing requirements.

No Awards shall be made after termination of the Plan. No amendment, suspension, or termination of the Plan shall impair rights or obligations under any Participant's Award under the Plan, without the consent of the Participant.

17. GENERAL PROVISIONS

17.1 Disclaimer of Rights. No provision in the Plan or in any Award or Award Agreement shall be construed to confer upon any individual the right to remain in the employ or service of the Company, or to interfere in any way with any contractual or other right or authority of the Company either to increase or decrease the compensation or other payments to any individual at any time, or to terminate any employment or other relationship between any individual and the Company. In addition, notwithstanding anything contained in the Plan to the contrary, unless otherwise stated in the applicable Award Agreement, no Award granted under the Plan shall be affected by any change of duties or position of the Participant, so long as such Participant continues to be a Service Provider of the Company or an Affiliate. The obligation of the Company to pay any benefits under this Plan shall be interpreted as a contractual obligation to pay only those amounts described in the Plan, in the manner and under the conditions prescribed in the Plan. The Plan shall in no way be interpreted to require the Company to transfer any amounts to a third party trustee or otherwise hold any amounts in trust or escrow for payment to any Participant or beneficiary under the terms of the Plan.

17.2 Nonexclusivity of the Plan. Neither the adoption of the Plan nor the submission of the Plan to the shareholders of the Company for approval shall be construed as creating any limitations upon the right and authority of the Committee to adopt such other incentive compensation arrangements (which arrangements may be applicable either generally to a class or classes of individuals or specifically to a particular individual or particular individuals) as the Committee in its discretion determines desirable, including, without limitation, the granting of stock options otherwise than under the Plan.

17.3 Withholding Taxes. The Company shall have the right to deduct from payments of any kind otherwise due to a Participant any federal, state, or local taxes of any kind required by law to be withheld relating to the vesting of or other lapse of restrictions applicable to an Award or upon the issuance of any shares of Stock upon the exercise of an Option or Award. At the time of such vesting, lapse, exercise or issuance, the Participant shall pay to the Company, any amount that the Company may reasonably determine to be necessary to satisfy such withholding obligation. Subject to the prior approval of the Company, which may be withheld by the Company in its sole discretion, the Participant may elect to satisfy such obligations, in whole or in part: (i) by causing the Company to withhold shares of Stock otherwise issuable to the Participant or (ii) by delivering to the Company shares of Stock already owned by the Participant. The shares of Stock so delivered or withheld shall have an aggregate Fair Market Value equal to such withholding obligations. The Fair Market Value of the shares of Stock used to satisfy such withholding obligation shall be determined by the Company as of the date that the amount of tax to be withheld is to be determined. A Participant who has made an election under this Section 17.3 may satisfy his or her withholding obligation only with shares of Stock that are not subject to any repurchase, forfeiture, unfulfilled vesting, or other similar requirements. The maximum number of shares of Stock that may be withheld from any Award to satisfy any federal, state or local tax withholding requirements upon the exercise, vesting, lapse of restrictions applicable to such Award or payment of shares under such Award, as applicable, cannot exceed such number of shares having a Fair Market Value equal to the minimum statutory amount required by the Company to be withheld and paid to any such federal, state or local taxing authority relating to such exercise, vesting, lapse of restrictions or payment of shares; provided, however, that as long as Accounting Standards Update 2016-09 or a similar rule is otherwise in effect, the Committee has full discretion to choose, or to allow a Participant to elect, to withhold a number of shares of Stock having a Fair Market Value that is greater than the applicable minimum statutory amount (but such withholding may in no event be in excess of the maximum statutory withholding amount(s) in a Participant's relevant tax jurisdictions).

17.4 Captions. The use of captions in this Plan or any Award Agreement is for the convenience of reference only and shall not affect the meaning of any provision of the Plan or such Award Agreement.

17.5 Other Provisions. Each Award granted under the Plan may contain such other terms and conditions not inconsistent with the Plan as may be determined by the Committee, in its sole discretion.

17.6 Severability. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

17.7 Governing Law. The validity and construction of this Plan and the instruments evidencing the Awards under the Plan shall be governed by the laws of the State of Maryland, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Plan and the instruments evidencing the Awards granted under the Plan to the substantive laws of any other jurisdiction.

17.8 Code Section 409A. For Awards that constitute nonqualified deferred compensation within the meaning of Code Section 409A, the Company generally intends, but is not obligated, to grant Awards that will comply with Code Section 409A or an exemption to Code Section 409A. To the extent that the Committee determines that a Participant would be subject to the additional twenty percent (20%) tax imposed on certain nonqualified deferred compensation plans under Code Section 409A as a result of any provision of any Award granted under this Plan, such provision shall be deemed amended to the minimum extent necessary to avoid application of such additional tax. The nature of any such amendment shall be determined by the Committee. Notwithstanding any provision of the Plan to the contrary, to the extent required to avoid accelerated taxation and tax penalties under Code Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan during the six (6)-month period immediately following the Participant's "separation from service" (as defined for purposes of Code Section 409A) will instead be paid on the first payroll date after the six (6)-month anniversary of the Participant's separation from service (or the Participant's death, if earlier). Notwithstanding any provision of the Plan to the contrary, in the case of an Award that is characterized as deferred compensation under Code Section 409A, and pursuant to which settlement and delivery of the cash or shares of Stock subject to the Award is triggered based on a Change in Control, in no event will a Change in Control be deemed to have occurred for purposes of such settlement and delivery of cash or shares of Stock if the transaction is not also a "change in the ownership or effective control of" the Company, or "a change in the ownership of a substantial portion of the assets of" the Company, as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder). If an Award characterized as deferred compensation under Code Section 409A is not settled and delivered on account of the provision of the preceding sentence, the settlement and delivery shall occur on the next succeeding settlement and delivery triggering event that is a permissible triggering event under Code Section 409A. No provision of this paragraph shall in any way affect the determination of a Change in Control for purposes of vesting in an Award that is characterized as deferred compensation under Code Section 409A. Notwithstanding anything in this Section 17.8 to the contrary, neither the Company nor the Board or the Committee will have any obligation to take any action to prevent the assessment of any excise tax or penalty on any Participant under Code Section 409A, and neither the Company nor the Board or the Committee will have any liability to any Participant for such tax or penalty.

Exhibit 10.3

PUBLIC STORAGE OP, L.P.
LTIP UNIT AGREEMENT

THIS LTIP UNIT AGREEMENT (this "Agreement") dated as of the Effective Date set forth in the Award Certificate attached hereto (the "Award Certificate") is made by and between Public Storage OP, L.P. (the "Partnership") and Public Storage (together with its Subsidiaries and any successors thereto, the "Company") and the Participant set forth in the Award Certificate. The Award Certificate is included with and made part of this Agreement. In this Agreement and each Award Certificate, unless the context otherwise requires, words and expressions shall have the meanings given to them in the Plan (as defined below), except as herein defined.

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Accounting Firm" shall have the meaning set forth in Section 5(k).

(b) "Award" means the award(s) as set forth in the Award Certificate.

(c) "Board" means the Board of Trustees of the Company.

(d) "Certification Date" shall have the meaning set forth in Section 4(c).

(e) "Common Partnership Units" shall have the meaning set forth in the Partnership Agreement.

(f) "Common Shares" means the common shares, par value $0.10 per share, of the Company (and any stock or other securities into which such Common Shares may be converted or into which it may be exchanged).

(g) "Effective Date" means the Effective Date set forth in the Award Certificate.

(h) "Excise Tax" shall have the meaning set forth in Section 5(k).

(i) "Initial Sharing Percentage" shall have the meaning set forth in Section 3(b).

(j) "LTIP Unit" shall have the meaning set forth in the Partnership Agreement and shall include a Vested LTIP Unit, as the context may require.

(k) "Participant" means the person whose name is set forth in the Award Certificate.

(l) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of Public Storage OP, L.P., as further amended or supplemented from time to time.

(m) "Plan" means the Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan, as amended from time to time.

(n) "Retirement Date" shall have the meaning set forth in Section 4(c).

(o) "Vested LTIP Units" shall have the meaning set forth in Section 2(e).

2. Range of LTIP Units under Awards; Calculation of LTIP Units.

(a) Grant of Award Ranges. The Partnership hereby grants to the Participant a number of LTIP Units under the Award equal to the number of LTIP Units set forth in the Award Certificate, which LTIP Units shall be subject to the satisfaction of the service vesting conditions set forth in the Award Certificate and herein.

(b) Admission to Partnership.

(i) The Participant shall be admitted as a limited partner of the Partnership in respect of the LTIP Units as of the Effective Date by signing and delivering to the Partnership a copy of this Agreement, and by doing so agrees to be bound by the terms and provisions of the Partnership Agreement, including the power of attorney set forth in Section 15.11 of the Partnership Agreement.

(ii) Upon execution of this Agreement by the Participant, the Partnership and the Company shall update the Partnership Agreement registry to reflect the issuance to the Participant of the LTIP Units and the admission of the Participant as an LTIP Unitholder (as defined in the Partnership Agreement) and the Partnership shall deliver to the Participant a certificate, letter or electronic documentation certifying the number of LTIP Units then issued to the Participant. Thereupon, the Participant shall have all the rights of an LTIP Unitholder of the Partnership with respect to the number of LTIP Units set forth in this Agreement in accordance with the Partnership Agreement.

(c) Representations and Warranties. The Participant hereby makes the covenants, representations and warranties set forth on Exhibit A attached hereto as of the Effective Date, and the Participant shall immediately notify the Company and the Partnership upon discovering that any of the representations or warranties set forth on Exhibit A was false when made or have, as a result of changes in circumstances, become false.

(d) Section 83(b) Election. Within 10 days after the Effective Date, the Participant shall provide the Partnership with a copy of a completed election under Section 83(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") in the form of Exhibit B hereto. The Participant shall timely (within 30 days of the Effective Date) file (via certified mail, return receipt requested) such election with the Internal Revenue Service and shall thereafter notify the Partnership that the Participant has made such timely filings. **The Participant should consult Participant's tax advisor regarding the consequences of Section 83(b) elections, as well as the receipt, vesting, holding and sale of LTIP Units.**

(e) Vesting. Subject to Section 4 and subject to the Participant's continued Service with the Company from the Effective Date through each applicable Vesting Date, [20%] of the number of LTIP Units set forth in the Award Certificate shall vest on each of the first [five] anniversaries of the Effective Date (each, a "Vesting Date" and such vested LTIP Units, "Vested LTIP Units"). Any resulting fractional unit shall be rounded to the nearest whole unit and shall be rounded up or down as necessary as of the last Vesting Date.

3. Distributions.

(a) LTIP Units shall be entitled to distributions in accordance with the terms and provisions of the Partnership Agreement.

(b) For purposes of the Partnership Agreement, the Distribution Participation Date (as defined in the Partnership Agreement) with respect to the LTIP Units (regardless of vesting) shall be the Effective Date and the "Initial Sharing Percentage" is 100%.

4. Special Vesting Provisions.

(a) General. Subject to Section 4(b) and Section 4(c), upon the termination of the Participant's Service for any reason, other than by reason of death, Disability, or Retirement (as defined below), any LTIP Units held by the Participant that have not vested shall terminate immediately, and the Participant shall forfeit any rights with respect to such unvested LTIP Units as of such termination of Service. Vested LTIP Units will continue to be outstanding in accordance with the terms of this Agreement.

(b) Death or Disability. Notwithstanding Section 4(a), upon the Participant's death or Disability, all LTIP Units granted to the Participant pursuant to this Agreement that have not previously vested shall immediately become vested. In such case, such number of LTIP Units shall be deemed Vested LTIP Units pursuant to Section 2(e), with the "Vesting Date" meaning the date of termination of Service.

(c) Retirement. Notwithstanding Section 4(a), if the Participant's Service is terminated by reason of such Participant's Retirement, all LTIP Units granted to the Participant pursuant to this Agreement that have not previously vested shall immediately become vested as of the

Participant's Retirement Date (or upon the Revocation Expiration Time, if applicable and later). In such case, such number of LTIP Units shall be deemed Vested LTIP Units pursuant to Section 2(e), with the "Vesting Date" meaning the Retirement Date. For purposes of this Agreement, "Retirement" means the Participant's termination of Service other than due to death, Disability, or Cause if:

(i) by the Retirement Date the Participant is at least 55 years old and has provided at least 10 years of Service as defined in the Plan and applied by the Company's HR department (generally including service with the Company, PS Business Parks, Inc. (prior to July 20, 2022), and their Affiliates);

(ii) by the Retirement Date the sum of the Participant's age and total years of Service equals at least 80;

(iii) the Participant provided the Company written notice of the Participant's intention to retire at least 12 months prior to the Retirement Date;

(iv) on or within 45 days following the Retirement Date (or within such shorter period following the Retirement Date as set forth in the separation agreement), the Participant has entered into a separation agreement, in a form acceptable to the Company, which includes a full release of claims and certain restrictive covenants as of the date of Retirement, and if the execution of such separation agreement is subject to a revocation period by applicable law, the separation agreement has not been revoked and the applicable revocation period, which may not exceed 10 days, has expired (the "Revocation Expiration Time"); and

(v) subject to the Participant's continued Service through both the Certification Date and the Retirement Date, the Equity Awards Committee has taken separate action to establish a date of termination of Service for the Participant (the "Retirement Date") and to approve such accelerated vesting for the Participant (the date of such action by that committee, the "Certification Date"); provided, however, that (A) the Participant shall have no right to such accelerated vesting if that committee does not take action to approve such accelerated vesting for such Participant or revokes its approval before the Retirement Date; and (B) if the Participant's Service is terminated for any reason other than death or Disability prior to such Retirement Date, any LTIP Units held by the Participant that have not vested shall terminate immediately, and the Participant shall forfeit any rights with respect to such unvested LTIP Units as of such termination of Service.

5. Miscellaneous.

(a) Administration. The Committee shall administer the Award.

(b) Agreement Subject to Plan and Partnership Agreement; Amendment. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan and the Partnership Agreement. The Awards and LTIP Units granted hereunder are subject to the Plan and the Partnership Agreement. The terms and provisions of the Plan and the Partnership Agreement, as the same may be amended from time to time, are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan or the Partnership Agreement, the applicable terms and provisions of the Plan or the Partnership Agreement as applicable, will govern and prevail. The terms of the Agreement and the Award Certificate may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of the Participant shall not to that extent be effective without the consent of the Participant.

(c) No Transferability; No Assignment. Except as set forth in the Partnership Agreement, the Participant shall not, without the consent of the Partnership (which the Partnership may give or withhold in its sole discretion), sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, "Transfer") any LTIP Units.

(d) No Right to Continued Employment. Neither the Plan nor this Agreement nor the Participant's receipt of the Award hereunder shall impose any obligation on the Company or any Affiliate to continue the Service of the Participant. Further, the Company or any Affiliate (as applicable) may at any time terminate the Service of such Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein or in any written employment agreement between the Participant and the Company (or any Affiliate).

(e) Limitation on Rights. The Participant shall be the record owner of the LTIP Units, and as record owner shall be entitled to all rights of a holder of LTIP Units under the Partnership Agreement.

(f) Legend. To the extent applicable, all book entries (or certificates, if any) representing the LTIP Units delivered to the Participant as contemplated by Section 2 above shall be subject to applicable law. Any such book entry notations (or legends on certificates, if any) shall include a description to the effect of the restrictions set forth in Section 5(c) hereof.

(g) Securities Laws; Cooperation. The Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably

request in order to comply with applicable securities laws or with this Agreement. Participant further agrees to cooperate with the Company and the Partnership in taking any action reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.

(h) Tax Withholding.

(i) Regardless of any action that the Company, the Partnership, the General Partner, the Partnership or any of their Affiliates (collectively, the "Company Parties") takes or fails to take with respect to any or all federal, state, or local income tax, employment tax, non-U.S. tax or other tax-related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the LTIP Units (and any distributions in respect thereof) is and remains the Participant's responsibility and that each of the Company Parties: (A) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the LTIP Units, including, but not limited to, the grant, or vesting, conversion, any exchange pursuant to Section 8.6 of the Partnership Agreement, the subsequent sale of Common Shares and the receipt of any distributions in respect thereof; and (B) does not commit to structure the terms of the Award or any aspect of the LTIP Units to reduce or eliminate the Participant's liability for Tax Related Items. Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, the Participant acknowledges that the Partnership and/or Company may be required to withhold or account for Tax Related Items in more than one jurisdiction.

(ii) If applicable, prior to the relevant taxable event, the Participant shall pay or make adequate arrangements satisfactory to the Partnership and/or the Company, in its sole discretion, to satisfy all withholding and payment on account obligations for Tax Related Items of the Company and the Partnership. In this regard, the Participant authorizes the Company and the Partnership, each in its sole discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Participant with respect to the LTIP Units by withholding cash or securities otherwise payable or issuable to the Participant, provided that the Company and/or the Partnership withholds only the amount necessary to satisfy the minimum statutory withholding amount using, in the case of securities, the Fair Market Value of the securities. Notwithstanding the foregoing, for so long as Accounting Standards Update 2016-09 or a similar rule remains in effect, the Board or the Committee shall have full discretion to choose, or to allow a Participant to elect, to withhold amounts having an aggregate Fair Market Value that is greater than the applicable minimum required statutory withholding liability (but such withholding may in no event be in excess of the maximum required statutory withholding amount(s) in such Participant's relevant tax jurisdictions). Participant shall pay to the Company and/or the Partnership any amount of Tax Related Items that the Company and/or the Partnership may be required to withhold that are not satisfied by the previously described method. The Company may refuse to deliver cash or securities to the Participant if the Participant fails to comply with Participant's obligations in connection with the Tax Related Items as described in this Section.

(i) Compensation Recovery Policy. The property received under this Agreement shall be subject to being recovered under the Company's Incentive Compensation Recoupment Policy, and any similar policy that the Company may adopt from time to time. For avoidance of doubt, compensation recovery rights to LTIP Units under this Agreement shall extend to Common Partnership Units received upon the conversion of such LTIP Units, and any cash or Common Shares received upon redemption of such Common Partnership Units.

(j) Section 409A Compliance. The Award and the LTIP Units under this Agreement are intended either to be exempt from, or to comply with, the requirements of Section 409A of the Code, so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the Participants. The Agreement shall be administered and interpreted to the extent possible in a manner consistent with that intent. Notwithstanding anything to the contrary in this Agreement, if the Participant is a "specified employee" within the meaning of Section 409A, no payments in respect of any Award or LTIP Unit that is "deferred compensation" subject to Section 409A and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A) shall be made to the Participant prior to the date that is six months after the date of the Participant's "separation from service" or, if earlier, the Participant's date of death. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A that is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company and the Partnership shall not be liable to the Participant or any other person for any payment made under this plan that is determined to result in an additional tax, penalty, or interest under Section 409A, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A.

(k) Section 280G of the Code. In the event that the accelerated vesting of the LTIP Units or the amounts payable under this Agreement, together with all other payments and the value of any benefit received or to be received by the Participant,

would result in all or a portion of such payment being subject to excise tax under Section 4999 of the Code (the "Excise Tax"), then the Participant's payment shall be either (i) the full payment or (ii) such lesser amount that would result in no portion of the payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employment taxes, income taxes, and the Excise Tax, results in the receipt by the Participant, on an after-tax basis, of the greatest amount of the payment notwithstanding that all or some portion of the payment may be taxable under Section 4999 of the Code. Any such reduction shall be made by the Company and/or the Partnership in compliance with all applicable legal authority, including Section 409A. All determinations required to be made under this Section shall be made by the nationally recognized accounting firm which is the Company's outside auditor immediately prior to the event triggering the payments that are subject to the Excise Tax, which firm must be reasonably acceptable to the Participant (the "Accounting Firm"). The Company shall cause the Accounting Firm to provide detailed supporting calculations of its determinations to the Company, the Partnership, and the Participant. All fees and expenses of the Accounting Firm shall be borne solely by the Company. The Accounting Firm's determinations must be made with substantial authority (within the meaning of Section 6662 of the Code).

(l) Governing Law. This Agreement shall be governed by the laws of the State of Maryland, except that if Participant's principal place of employment is in California, then this Agreement will be governed by the laws of the State of California, in either case without giving effect to any choice or conflict of law provision or rule.

(m) Signature Page in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

PUBLIC STORAGE OP, L.P.
LTIP UNIT AGREEMENT AWARD CERTIFICATE

1. Public Storage OP, L.P. (the "Partnership"), Public Storage, a Maryland real estate investment trust (together with its Subsidiaries and their successors, the "Company"), and the Participant who is signatory hereto, hereby agree to Amendment No. 1 the terms of this Award Certificate and the Public Storage OP, L.P. LTIP Unit Agreement (the "Agreement") to 2016 NYL Note Purchase which it is attached. All capitalized terms used in this Award Certificate and not defined herein shall have the meanings assigned to them in the Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan (as amended from time to time, the "Plan") or the Agreement.

2. Subject to the terms of this Award Certificate, the Agreement, – Consenting Noteholders and the Plan, the Partnership hereby grants to the Participant as of the Effective Date, the Award on the terms set forth below:

Participant:	[ ]
Effective Date:	[ ]
Number of LTIP Units:	[ ]

3. The Award and any LTIP Units which may vest under the Award are subject to the terms and conditions set forth in this Award Certificate, the Plan, the Agreement and the Partnership's partnership agreement (the "Partnership Agreement"). All terms and provisions of the Plan, the Agreement, and the Partnership Agreement, as the same may be amended from time to time, are incorporated and made part of this Award Certificate. If any provision of this Award Certificate is in conflict with the terms of the Plan, the Agreement, or the Partnership Agreement, then the terms of the Plan, the Agreement, or the Partnership Agreement, as applicable, shall govern. The Participant hereby expressly acknowledges receipt of a copy of the Plan, the Agreement, and the Partnership Agreement.

* * * * *

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

PUBLIC STORAGE

By:_____________________________
Name:
Title:

PARTICIPANT

____
Name:

PUBLIC STORAGE OP, L.P.

By: PSOP GP, LLC, its general partner

By: _________________________
Name:
Title:

Exhibit 10.4

PUBLIC STORAGE OP, L.P.
LTIP UNIT AGREEMENT

THIS LTIP UNIT AGREEMENT (this "Agreement") dated as of the Effective Date set forth in the Award Certificate attached hereto (the "Award Certificate") is made by and between Public Storage OP, L.P. (the "Partnership") and Public Storage (together with its Subsidiaries and any successors thereto, the "Company") and the Participant set forth in the Award Certificate. The Award Certificate is included with and made part of this Agreement. In this Agreement and each Award Certificate, unless the context otherwise requires, words and expressions shall have the meanings given to them in the Plan (as defined below), except as herein defined.

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Achievement Percentage" means the "Percentage of Award Earned" specified with respect to the award levels for each Performance Metric set forth in the Award Certificate, or a percentage determined using linear interpolation if actual performance falls between any two specified levels. In the event that actual performance does not meet the lowest level for any Performance Metric (i.e., the threshold level), the "Achievement Percentage" with respect to such Performance Metric shall be zero.

(b) "Award" means the award(s) as set forth in the Award Certificate.

(c) "Award Certificate" means the certificate attached to this Agreement specifying the Participant, Effective Date, the Award, the applicable Performance Periods, and the applicable Performance Metrics for the Award.

(d) "Board" means the Board of Trustees of the Company.

(e) "Common Partnership Units" shall have the meaning set forth in the Partnership Agreement.

(f) "Common Shares" means the common shares, par value $0.10 per share, of the Company (and any stock or other securities into which such Common Shares may be converted or into which it may be exchanged).

(g) "Determination Date" means for any Performance Period, the date on which the Committee determines the total number of Earned Units, if any.

(h) "Distribution Payment" means, for any distribution declared and paid on one Common Partnership Unit (as defined in the Partnership Agreement), the amount of such distribution (excluding dividends and distributions paid in the form of additional Common Shares unless adjustment is otherwise made pursuant to Section 13 or Section 15 of the Plan).

(i) "Earned Units" shall have the meaning set forth in Section 2(e).

(j) "Effective Date" means the Effective Date set forth in the Award Certificate.

(k) "LTIP Unit" shall have the meaning set forth in the Partnership Agreement and shall include a Earned Unit or a Vested LTIP Unit, either individually or in the aggregate, as the context may require granted hereunder pursuant to the Plan.

(l) "LTIP Unit Initial Sharing Percentage" shall have the meaning set forth in Section 3(c).

(m) "Participant" means the person whose name is set forth in the Award Certificate.

(n) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of Public Storage OP, L.P., as further amended or supplemented from time to time.

(o) "Performance Metric" means the performance metric applicable to the Award, as set forth in the Award Certificate.

(p) "Performance Period" means the applicable period set forth in the Award Certificate.

(q) "Plan" means the Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan, as amended from time to time.

(r) "Vested LTIP Units" shall have the meaning set forth in Section 2(f).

(s) "Vesting Date" shall have the meaning set forth in Section 2(f).

2. Range of LTIP Units under Awards; Calculation of LTIP Units.

(a) Grant of Award Ranges. The Partnership hereby grants to the Participant a number of LTIP Units under the Award equal to the number of LTIP Units set forth in the Award Certificate, which LTIP Units shall be subject to the satisfaction of the performance vesting conditions set forth in the Award Certificate and herein. The actual number of LTIP Units earned under the Award shall be determined pursuant to Section 2(e), and certain of the Earned Units shall be subject to the further satisfaction of the service vesting conditions set forth in the Award Certificate and Section 2(f) hereof.

(b) Admission to Partnership.

(i) The Participant shall be admitted as a limited partner of the Partnership in respect of the LTIP Units as of the Effective Date by signing and delivering to the Partnership a copy of this Agreement, and by doing so agrees to be bound by the terms and provisions of the Partnership Agreement, including the power of attorney set forth in Section 15.11 of the Partnership Agreement.

(ii) Upon execution of this Agreement by the Participant, the Partnership and the Company shall update the Partnership Agreement registry to reflect the issuance to the Participant of the LTIP Units and the admission of the Participant as an LTIP Unitholder (as defined in the Partnership Agreement) and the Partnership shall deliver to the Participant a certificate, letter or electronic documentation certifying the number of LTIP Units then issued to the Participant. Thereupon, the Participant shall have all the rights of an LTIP Unitholder of the Partnership with respect to the number of LTIP Units set forth in this Agreement in accordance with the Partnership Agreement.

(c) Representations and Warranties. The Participant hereby makes the covenants, representations and warranties set forth on Exhibit A attached hereto as of the Effective Date, and the Participant shall immediately notify the Company and the Partnership upon discovering that any of the representations or warranties set forth on Exhibit A was false when made or have, as a result of changes in circumstances, become false.

(d) Section 83(b) Election. Within 10 days after the Effective Date, the Participant shall provide the Partnership with a copy of a completed election under Section 83(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") in the form of Exhibit B hereto. The Participant shall timely (within 30 days of the Effective Date) file (via certified mail, return receipt requested) such election with the Internal Revenue Service and shall thereafter notify the Partnership that the Participant has made such timely filings. **The Participant should consult Participant's tax advisor regarding the consequences of Section 83(b) elections, as well as the receipt, vesting, holding and sale of LTIP Units.**

(e) Calculation of Number of Earned Units.

(i) On the Determination Date the total number of Earned Units earned under the Award shall be calculated by the Committee with respect to the Performance Metrics. The total number of earned LTIP Units (the "Earned Units") shall be equal to the product of (x) the number of LTIP Units allocable to each Performance Metric as set forth in the Award Certificate, multiplied by (y) the Achievement Percentage for the applicable Performance Metric (after taking into account each Performance Metric's relative weighting as set forth in the Award Certificate). In the event that the Company's actual performance with respect to a Performance Metric does not meet the threshold level for that Performance Metric, no LTIP Units applicable to that Performance Metric shall

be earned. All LTIP Units that do not become Earned Units shall be forfeited automatically and without further action as of the Determination Date.

(ii) The Determination Date shall be no later than 75 days following the last day of the Performance Period, or as soon thereafter as reasonably practicable, at which time the Partnership shall notify the Participant of the total number of Earned Units (rounded to the nearest whole LTIP Unit). Any LTIP Units which do not become Vested LTIP Units following the final Vesting Date shall be forfeited automatically and without further action as of that date.

(iii) The calculation of the levels of achievement with respect to the Performance Metrics shall be adjusted from time to time by the Committee as it deems equitable and necessary, including (A) to account for significant acquisitions, dispositions, or other extraordinary or one-time events that impact the applicable Performance Metric, and (B) as necessary to ensure that Performance Metrics are computed on a consistent and equitable basis.

(f) Vesting. Subject to Section 4, the Earned Units shall become vested LTIP Units ("Vested LTIP Units"), subject to the Participant's continued Service with the Company from the Effective Date through the applicable vesting date(s) (each, a "Vesting Date"), as follows: [(x) sixty percent (60%) of the Earned Units shall vest on the Determination Date; (y) twenty percent (20%) of the Earned Units shall vest on the first anniversary of the Determination Date; and (z) twenty percent (20%) of the Earned Units shall vest on the second anniversary of the

Determination Date]. Any resulting fractional unit shall be rounded to the nearest whole unit and shall be rounded up or down as necessary as of the last Vesting Date; provided, in all cases, the Participant cannot vest in more than the number of Earned Units. Except as provided in Section 4, no LTIP Unit shall vest after the Participant's Service has terminated for any reason.

3. Distributions.

(a) LTIP Units shall be entitled to distributions in accordance with the terms and provisions of the Partnership Agreement.

(b) The Distribution Participation Date (as defined in the Partnership Agreement) with respect to LTIP Units shall be the Determination Date. Accordingly, for the avoidance of doubt, from the Effective Date until the Determination Date, the holder of LTIP Units shall only be entitled to certain distributions and allocations described in, and pursuant to, Articles IV and 5 the Partnership Agreement with respect to an LTIP Unit in an amount equal to the product of the LTIP Unit Initial Sharing Percentage for such LTIP Unit and the amount otherwise distributable or allocable with respect to such awarded LTIP Unit.

(c) The LTIP Unit Initial Sharing Percentage shall be five percent (5%). For the avoidance of doubt, after the Determination Date, Earned Units, whether or not vested, shall be entitled to receive the same distributions payable with respect to Common Partnership Units if the payment date for such distributions is after the Distribution Participation Date, even though the record date for such distributions is before the Distribution Participation Date.

4. Special Vesting Provisions.

(a) General. Subject to Section 4(b), Section 4(c), Section 4(d) and Section 4(e), upon the termination of the Participant's Service, any LTIP Units held by the Participant that have not vested shall terminate immediately, and the Participant shall forfeit any rights with respect to such unvested LTIP Units as of such termination of Service. Vested LTIP Units will continue to be outstanding in accordance with the terms of this Agreement.

(b) Death or Disability. Notwithstanding Section 4(a), if, prior to the last day of the Performance Period, the Participant's Service terminates due to death or Disability, the Earned Units shall be calculated at an Achievement Percentage of 50% and shall vest on the date that the Participant's Service terminates. If, on or following the last day of the Performance Period, the Participant's Service terminates due to death or Disability, then all Earned Units, if any, that have not previously vested shall immediately become vested as of the date of the Participant's termination of Service; provided, however, that if any such termination occurs on or following the last day of the Performance Period but prior to the Determination Date, then the LTIP Units shall remain outstanding until the Determination Date and any LTIP Units that become Earned Units on the Determination Date shall become fully vested as of the Determination Date. For the avoidance of doubt, any LTIP Units that do not become Earned Units based on the achievement of the Performance Metrics shall be automatically forfeited by the Participant on the Determination Date. For purposes of this Agreement, the Committee, in its sole discretion, may require that determination of the existence of a Disability be made by the Company's insurance carrier or by an independent physician retained by the Company.

(c) Leave of Absence. In the event the Participant takes one or more leaves of absence (or similar suspension of service while remaining an employee) during the Performance Period for an aggregate period of 275 or more days of the Performance Period, then the Participant shall not be eligible to earn LTIP Units pursuant to this Agreement on the Determination Date. In the event the Participant takes one or more leaves of absence (or similar suspension of service while remaining an employee) during the Performance Period for an aggregate period of less than 275 days of the Performance Period, then the Committee, in its sole discretion, may reduce on a *pro rata* basis the amount of Earned Units that would otherwise be earned pursuant to the Award based on its assessment of the Participant's contributions during the Performance Period. For the avoidance of doubt, ordinary vacation and sick leave permitted under the Company's policies are not considered suspensions of service. This paragraph shall not apply in the case of death, Disability, or Retirement.

(d) Retirement. Notwithstanding Section 4(a), if, prior to the completion of the first year of the Performance Period, the Participant's Service terminates by reason of the Participant's Retirement, the LTIP Units shall be forfeited. If, on or following the completion of the first year of the Performance Period, the Participant's Service terminates during the Performance Period by reason of the Participant's Retirement, then the Participant shall remain eligible to vest in the LTIP Units based on the actual achievement of the Performance Metrics, as determined by the Committee in its sole discretion following the end of the Performance Period. Any LTIP Units that become Earned Units based on the actual achievement of the Performance Metrics shall become vested as of the Determination Date on a *pro rata* basis determined by multiplying the number of Earned Units by a fraction, the numerator of which is the number of days of Service performed by the Participant during the Performance Period and the denominator of which is the number of days in the Performance Period. Any resulting fractional LTIP Units shall be rounded to the nearest whole unit. If the Participant's Service terminates on or following the last day of the Performance Period by reason of the Participant's Retirement, all Earned Units, if any, that have not previously vested shall immediately become vested as of the Participant's Retirement Date (or upon the Revocation Expiration Time, if applicable); provided, however, that if any such termination occurs on or following the last day of the Performance Period but prior to the Determination Date, the LTIP Units shall remain outstanding until the Determination Date and any LTIP Units that become Earned Units on the Determination Date shall become fully vested as of the Determination Date (or upon the Revocation Expiration Time, if applicable and later). For the avoidance of doubt, any LTIP Units that do not become Earned Units based on the achievement of the Performance Metrics shall be automatically forfeited by the Participant on the Determination Date. For purposes of this Agreement, "Retirement" means the Participant's termination of Service other than due to death, Disability, or Cause if:

(i) by the Retirement Date the Participant is at least 55 years old and has provided at least 10 years of Service as defined in the Plan and applied by the Company's HR department (generally including service with the Company, PS Business Parks, Inc. (prior to July 20, 2022), and their Affiliates);

(ii) by the Retirement Date the sum of the Participant's age and total years of Service equals at least 80;

(iii) the Participant provided the Company written notice of the Participant's intention to retire at least 12 months prior to the Retirement Date;

(iv) on or within 45 days following the Retirement Date (or within such shorter period following the Retirement Date as set forth in the separation

agreement), the Participant has entered into a separation agreement, in a form acceptable to the Company, which includes a full release of claims and certain restrictive covenants as of the date of Retirement, and if the execution of such separation agreement is subject to a revocation period by applicable law, the separation agreement has not been revoked and the applicable revocation period, which may not exceed 10 days, has expired (the "Revocation Expiration Time"); and

(v) subject to the Participant's continued Service through both the Certification Date and the Retirement Date, the Equity Awards Committee has taken separate action to establish a date of termination of Service for the Participant (the "Retirement Date") and to approve such accelerated vesting for the Participant (the date of such action by that committee, the "Certification Date"); provided, however, that (A) the Participant shall have no right to such accelerated vesting if that committee does not take action to approve such accelerated vesting for such Participant or revokes its approval before the Retirement Date; and (B) if the Participant's Service is terminated for any reason other than death or Disability prior to such Retirement Date, any LTIP Units held by the Participant that have not vested shall terminate immediately, and the Participant shall forfeit any rights with respect to such unvested LTIP Units as of such termination of Service.

(e) Corporate Transactions. In the event of a Change of Control (as defined in the Plan), the Committee shall apply the acceleration, payment and other principles set forth in Section 15.3 and Section 15.4 of the Plan with respect to Performance Awards that are Stock Units (each as defined in the Plan), as applicable and appropriate, in its sole judgment.

5. Miscellaneous.

(a) Administration. The Committee shall administer the Award. At the end of the Performance Period (or earlier, as provided in Section 4), the Committee shall calculate and approve the number of Earned Units awarded to the Participant under the Award. If the Committee determines at any time that an unearned LTIP Unit cannot become a Vested LTIP Unit, the Committee shall have the authority to terminate and cancel such unearned LTIP Unit for no consideration and without liability to the Participant under the Award.

(b) Agreement Subject to Plan and Partnership Agreement; Amendment. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan and the Partnership Agreement. The Awards and LTIP Units granted hereunder are subject to the Plan and the Partnership Agreement. The terms and provisions of the Plan and the Partnership Agreement, as the same may be amended from time to time, are hereby incorporated herein by reference. In the event of a

conflict between any term or provision contained herein and a term or provision of the Plan or the Partnership Agreement, the applicable terms and provisions of the Plan or the Partnership Agreement as applicable, will govern and prevail. The terms of the Agreement and the Award Certificate may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of the Participant shall not to that extent be effective without the consent of the Participant.

(c) No Transferability; No Assignment. Except as set forth in the Partnership Agreement, the Participant shall not, without the consent of the Partnership (which the Partnership may give or withhold in its sole discretion), sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, "Transfer") any LTIP Units.

(d) No Right to Continued Employment. Neither the Plan nor this Agreement nor the Participant's receipt of the Award hereunder shall impose any obligation on the Company or any Affiliate to continue the Service of the Participant. Further, the Company or any Affiliate (as applicable) may at any time terminate the Service of such Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein or in any written employment agreement between the Participant and the Company (or any Affiliate).

(e) Limitation on Rights. The Participant shall be the record owner of the LTIP Units, and as record owner shall be entitled to all rights of a holder of LTIP Units under the Partnership Agreement.

(f) Legend. To the extent applicable, all book entries (or certificates, if any) representing the LTIP Units delivered to the Participant as contemplated by Section 2 above shall be subject to applicable law. Any such book entry notations (or legends on certificates, if any) shall include a description to the effect of the restrictions set forth in Section 5(c) hereof.

(g) Securities Laws; Cooperation. The Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement. Participant further agrees to cooperate with the Company and the Partnership in taking any action reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.

(h) Tax Withholding.

(i) Regardless of any action that the Company, the Partnership, the General Partner, the Partnership or any of their Affiliates (collectively, the "Company Parties") takes or fails to take with respect to any or all federal, state, or local income tax, employment tax, non-U.S. tax or other tax-related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for

all Tax Related Items associated with the LTIP Units (and any distributions in respect thereof) is and remains the Participant's responsibility and that each of the Company Parties: (A) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the LTIP Units, including, but not limited to, the grant, or vesting, conversion, any exchange pursuant to Section 8.6 of the Partnership Agreement, the subsequent sale of Common Shares and the receipt of any distributions in respect thereof; and (B) does not commit to structure the terms of the Award or any aspect of the LTIP Units to reduce or eliminate the Participant's liability for Tax Related Items. Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, the Participant acknowledges that the Partnership and/or Company may be required to withhold or account for Tax Related Items in more than one jurisdiction.

(ii) If applicable, prior to the relevant taxable event, the Participant shall pay or make adequate arrangements satisfactory to the Partnership and/or the Company, in its sole discretion, to satisfy all withholding and payment on account obligations for Tax Related Items of the Company and the Partnership. In this regard, the Participant authorizes the Company and the Partnership, each in its sole discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Participant with respect to the LTIP Units by withholding cash or securities otherwise payable or issuable to the Participant, provided that the Company and/or the Partnership withholds only the amount necessary to satisfy the minimum statutory withholding amount using, in the case of securities, the Fair Market Value of the securities. Notwithstanding the foregoing, for so long as Accounting Standards Update 2016-09 or a similar rule remains in effect, the Board or the Committee shall have full discretion to choose, or to allow a Participant to elect, to withhold amounts having an aggregate Fair Market Value that is greater than the applicable minimum required statutory withholding liability (but such withholding may in no event be in excess of the maximum required statutory withholding amount(s) in such Participant's relevant tax jurisdictions). Participant shall pay to the Company and/or the Partnership any amount of Tax Related Items that the Company and/or the Partnership may be required to withhold that are not satisfied by the previously described method. The Company may refuse to deliver cash or securities to the Participant if the Participant fails to comply with Participant's obligations in connection with the Tax Related Items as described in this Section.

(i) Compensation Recovery Policy. The property received under this Agreement shall be subject to being recovered under the Company's Incentive Compensation Recoupment Policy, and any similar policy that the Company may adopt from time to time. For avoidance of doubt, compensation recovery rights to LTIP Units under this Agreement shall extend to Common Partnership Units received upon the

conversion of such LTIP Units, and any cash or Common Shares received upon redemption of such Common Partnership Units.

(j) Section 409A Compliance. The Award and the LTIP Units under this Agreement are intended either to be exempt from, or to comply with, the requirements of Section 409A of the Code, so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the

Participants. The Agreement shall be administered and interpreted to the extent possible in a manner consistent with that intent. Notwithstanding anything to the contrary in this Agreement, if the Participant is a “specified employee” within the meaning of Section 409A, no payments in respect of any Award or LTIP Unit that is “deferred compensation” subject to Section 409A and which would otherwise be payable upon the Participant’s “separation from service” (as defined in Section 409A) shall be made to the Participant prior to the date that is six months after the date of the Participant’s “separation from service” or, if earlier, the Participant’s date of death. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A that is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company and the Partnership shall not be liable to the Participant or any other person for any payment made under this plan that is determined to result in an additional tax, penalty, or interest under Section 409A, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A.

(k) Section 280G of the Code. In the event that the accelerated vesting of the LTIP Units or the amounts payable under this Agreement, together with all other payments and the value of any benefit received or to be received by the Participant, would result in all or a portion of such payment being subject to excise tax under Section 4999 of the Code (the “Excise Tax”), then the Participant’s payment shall be either (i) the full payment or (ii) such lesser amount that would result in no portion of the payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employment taxes, income taxes, and the Excise Tax, results in the receipt by the Participant, on an after-tax basis, of the greatest amount of the payment notwithstanding that all or some portion of the payment may be taxable under Section 4999 of the Code. Any such reduction shall be made by the Company and/or the Partnership in compliance with all applicable legal authority, including Section 409A. All determinations required to be made under this Section shall be made by the nationally recognized accounting firm which is the Company’s outside auditor immediately prior to the event triggering the payments that are subject to the Excise Tax, which firm must be reasonably acceptable to the Participant (the “Accounting Firm”). The Company shall cause the Accounting Firm to provide detailed supporting calculations of its determinations to the Company, the Partnership, and the Participant.

All fees and expenses of the Accounting Firm shall be borne solely by the Company. The Accounting Firm’s determinations must be made with substantial authority (within the meaning of Section 6662 of the Code).

(l) Governing Law. This Agreement shall be governed by the laws of the State of Maryland, except that if Participant’s principal place of employment is in California, then this Agreement will be governed by the laws of the State of California, in either case without giving effect to any choice or conflict of law provision or rule.

(m) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

PUBLIC STORAGE OP, L.P.
LTIP UNIT AGREEMENT AWARD CERTIFICATE

1. Public Storage OP, L.P. (the "Partnership"), Public Storage, a Maryland real estate investment trust (together with its Subsidiaries and their successors, the "Company"), and the Participant who is signatory hereto, hereby agree to the terms of this Award Certificate and the Public Storage OP, L.P. LTIP Unit Agreement (the "Agreement") to which it is attached. All capitalized terms used in this Award Certificate and not defined herein shall have the meanings assigned to them in the Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan (as amended from time to time, the "Plan") or the Agreement.

2. Subject to the terms of this Award Certificate, the Agreement, and the Plan, the Partnership hereby grants to the Participant as of the Effective Date, the Award on the terms set forth below:

Participant:	[ ]
Effective Date:	[ ]
Number of LTIP Units:	[ ]
Performance Period:	[ ]

Performance Metrics. The LTIP Units that may be earned under this Agreement shall be based on the Company's achievement of the following performance metrics: (i) [60% of the LTIP Units set forth in this award may be earned based on the Company's relative TSR (as defined below) as compared against the weighted average TSR of the Self-Storage Peer Group (as defined below) over the Performance Period (the "Self-Storage Peer TSR Component"); and (ii) 40% of the LTIP Units set forth in this award may be earned based on the Company's relative TSR as compared against the weighted average TSR of the S&P 500 Peer Group (as defined below) over the Performance Period (the "S&P 500 Peer TSR Component").]

[Self-Storage Peer TSR Component]. The [Self-Storage Peer TSR Component], weighted at [60%], may be earned as set forth in the table below:

[3 Year Performance Period]	
[60% TSR vs. Self-Storage Weighted Average]	**Percentage of Award Earned**

[S&P 500 Peer TSR Component]. The [S&P 500 Peer TSR Component], weighted at [40%], may be earned as set forth in the table below:

[3 Year Performance Period]	
[40% TSR vs. S&P 500 REITs Weighted Average]	Percentage of Award Earned

The number of LTIP Units that become earned hereunder, if any, shall be equal to the sum of (i) the number of LTIP Units that become earned pursuant to the [Self-Storage Peer TSR Component], if any, and (ii) the number of LTIP Units that become earned pursuant to the [S&P 500 Peer TSR Component], if any, rounded down to the nearest whole LTIP Unit. All determinations with respect to the number of LTIP Units that become earned hereunder, if any, shall be made by the Committee in its sole discretion.

Definitions. For purposes of the Agreement, the following terms shall have the meanings set forth below.

- [“TSR” means the cumulative total growth rate, expressed as a percentage and rounded to the nearest one decimal point, in the value of a share of the applicable company’s common stock from the closing price on the business day immediately preceding the first day of the Performance Period to the closing price on the last day of the Performance Period due to stock appreciation and dividends, assuming dividends are reinvested in common stock over the Performance Period. The weighted average TSR of a group of companies shall be based on their respective market capitalizations as of the business day immediately preceding the first day of the Performance Period.]

- [“Self-Storage Peer Group” means [ ]. In the event one or more of these companies ceases to be traded on a national securities exchange or undergoes an

extraordinary change in its operations, the Committee may adjust the composition of the Self-Storage Peer Group to the extent it determines it is equitable to do so.]

- [“S&P 500 Peer Group” means any REIT that is included in the S&P 500 for the entirety of the Performance Period.]

3. The Award and any LTIP Units which may be earned under the Award are subject to the terms and conditions set forth in this Award Certificate, the Plan, the Agreement, and the Partnership’s partnership agreement (the “Partnership Agreement”). All terms and provisions of the Plan, the Agreement, and the Partnership Agreement, as the same may be amended from time to time, are incorporated and made part of this Award Certificate. If any provision of this Award Certificate is in conflict with the terms of the Plan, the Agreement, or the Partnership Agreement, then the terms of the Plan, the Agreement, or the Partnership Agreement, as applicable, shall govern. The Participant hereby expressly acknowledges receipt of a copy of the Plan, the Agreement, and the Partnership Agreement.

* * * * *

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

PUBLIC STORAGE

By:_____________________________
Name:
Title:

PARTICIPANT

____
Name:

PUBLIC STORAGE OP, L.P.

By: PSOP GP, LLC, its general partner

By: _________________________
Name:
Title:

Exhibit 10.5

PUBLIC STORAGE OP, L.P.
AO LTIP UNIT AGREEMENT

THIS APPRECIATION-ONLY LTIP UNIT AGREEMENT (this "Agreement") dated as of the Effective Date set forth in the Award Certificate attached hereto (the "Award Certificate") is made by and between Public Storage OP, L.P. (the "Partnership") and Public Storage (together with its Subsidiaries and any successors thereto, the "Company") and the Participant set forth in the Award Certificate. The Award Certificate is included with and made part of this Agreement. In this Agreement and each Award Certificate, unless the context otherwise requires, words and expressions shall have the meanings given to them in the Plan (as defined below), except as herein defined.

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Accounting Firm" shall have the meaning set forth in Section 5(k).

(b) "AO LTIP Units" shall have the meaning set forth in the Partnership Agreement.

(c) "Award" means the award(s) as set forth in the Award Certificate.

(d) "Board" means the Board of Trustees of the Company.

(e) "Certification Date" shall have the meaning set forth in Section 4(c).

(f) "Common Partnership Units" shall have the meaning set forth in the Partnership Agreement.

(g) "Common Shares" means the common shares, par value $0.10 per share, of the Company (and any stock or other securities into which such Common Shares may be converted or into which it may be exchanged).

(h) "Effective Date" means the Effective Date set forth in the Award Certificate.

(i) "Excise Tax" shall have the meaning set forth in Section 5(k).

(j) "Expiration Date" means [5:00 p.m. Pacific time on the day before the 10th anniversary of the Effective Date], subject to earlier termination in accordance with this Agreement or the terms of the Plan as determined by the Committee.

(k) "Initial Sharing Percentage" shall have the meaning set forth in Section 3(b).

(l) "LTIP Unit" shall have the meaning set forth in the Partnership Agreement and shall include a Vested LTIP Unit, as the context may require.

(m) "Participant" means the person whose name is set forth in the Award Certificate.

(n) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of Public Storage OP, L.P., as further amended or supplemented from time to time.

(o) "Plan" means the Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan, as amended from time to time.

(p) "Retirement Date" shall have the meaning set forth in Section 4(c).

(q) "Unvested AO LTIP Units" shall have the meaning set forth in the Partnership Agreement.

(r) "Vested AO LTIP Units" shall have the meaning set forth in the Partnership Agreement.

(s) "Vested LTIP Units" shall have the meaning set forth in the Partnership Agreement.

2. Award of AO LTIP Units.

(a) Grant of Award Ranges. The Partnership hereby grants to the Participant a number of AO LTIP Units under the Award equal to the number of AO LTIP Units set forth in the Award Certificate, which AO LTIP Units shall be subject to the satisfaction of the service vesting conditions set forth in the Award Certificate and herein. Vested AO LTIP Units are intended to provide the Participant with the opportunity to share in the appreciation of the value of a Common Share in excess of the AO LTIP Unit Participation Threshold set forth in the Award Certificate based on the AO LTIP Unit Conversion Factor and other terms set forth in the Partnership Agreement.

(b) Admission to Partnership.

(i) The Participant shall be admitted as a limited partner of the Partnership in respect of the AO LTIP Units as of the Effective Date by signing and delivering to the Partnership a copy of this Agreement, and by doing so agrees to be bound by the terms and provisions of the Partnership Agreement, including the power of attorney set forth in Section 15.11 of the Partnership Agreement.

(ii) Upon execution of this Agreement by the Participant, the Partnership and the Company shall update the Partnership Agreement registry to reflect the issuance to the Participant of the AO LTIP Units and the admission of the Participant as a AO LTIP Unitholder (as defined in the Partnership Agreement) and the Partnership shall deliver to the Participant a certificate, letter or electronic documentation certifying the number of AO LTIP Units then issued to the Participant. Thereupon, the Participant shall have all the rights of a AO LTIP Unitholder of the Partnership with respect to the number of AO LTIP Units set forth in this Agreement in accordance with the Partnership Agreement.

(c) Representations and Warranties. The Participant hereby makes the covenants, representations and warranties set forth on Exhibit A attached hereto as of the Effective Date, and the Participant shall immediately notify the Company and the Partnership upon discovering that any of the representations or warranties set forth on Exhibit A was false when made or have, as a result of changes in circumstances, become false.

(d) Section 83(b) Election. Within 10 days after the Effective Date, the Participant shall provide the Partnership with a copy of a completed election under Section 83(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") in the form of Exhibit B hereto. The Participant shall timely (within 30 days of the Effective Date) file (via certified mail, return receipt requested) such election with the Internal Revenue Service and shall thereafter notify the Partnership that the Participant has made such timely filings. **The Participant should consult Participant's tax advisor regarding the consequences of Section 83(b) elections, as well as the receipt, vesting, holding and sale of AO LTIP Units.**

(e) Vesting. Except as provided in Section 4, no AO LTIP Unit shall vest after the Participant's Service has terminated for any reason. Subject to Section 4 and subject to the Participant's continued Service with the Company from the Effective Date through each applicable Vesting Date, [20%] of the number of AO LTIP Units set forth in the Award Certificate shall vest on each of the first [five] anniversaries of the Effective Date (each, a "Vesting Date" and such vested AO LTIP Units, "Vested AO LTIP Units"). Any resulting fractional unit shall be rounded to the nearest whole unit and shall be rounded up or down as necessary as of the last Vesting Date; provided, in all cases, the Participant cannot vest in more than the number of AO LTIP Units set forth on the Award Certificate.

(f) Conversion and Term. Subject to earlier forfeiture, termination, acceleration or cancellation of the AO LTIP Units as provided in the Partnership Agreement, Plan or this Agreement, until the Expiration Date, Vested AO LTIP Units shall be convertible at the Participant's election into a number of Vested LTIP Units, as determined in accordance with the Partnership Agreement, which in turn may convert

into Common Partnership Units (as defined in the Partnership Agreement) and Common Shares as provided in the Partnership Agreement. Vested AO LTIP Units may be converted by the Participant by providing written notice to the Partnership or the Company at least one business day prior to the desired conversion date. Unless otherwise provided in an agreement between the Company and the Participant, upon the Expiration Date any AO LTIP Units which have not been converted into Vested LTIP Units shall terminate, be cancelled for no consideration and be without further force or effect.

3. Distributions. AO LTIP Units are not entitled to distributions under the terms and provisions of the Partnership Agreement.

4. Special Vesting Provisions.

(a) General. Subject to Section 4(b), Section 4(c), Section 4(d), Section 4(e), Section 4(f), and Section 4(g), upon the termination of the Participant's Service other than by reason of death, Disability, or Retirement, Involuntary Termination or Termination for Cause, the Participant shall have the right at any time within 90 days after such termination but before the Expiration Date, to convert, in whole or in part, any Vested AO LTIP Unit held by such Participant into Vested LTIP Units in accordance with the terms of this Agreement and the Partnership

Agreement. Any Vested AO LTIP Unit not converted during such post-termination conversion window shall be forfeited as of the end of such post-termination conversion window. Any Unvested AO LTIP Units held by the Participant shall be forfeited as of such termination of Service.

(b) Death. Notwithstanding Section 4(a), if the Participant dies while in Service, then any Unvested AO LTIP Units held by the Participant shall immediately become Vested AO LTIP Units as of such Participant's death. The executors or administrators or legatees or distributees of the Participant's estate shall have the right, at any time within one year after the date of the Participant's death (but before the Expiration Date) to convert Vested AO LTIP Units (after taking into account the vesting acceleration pursuant to this Agreement) into Vested LTIP Units pursuant to the terms of this Agreement and the Partnership Agreement. Any Vested AO LTIP Unit not converted during such post-termination conversion window shall immediately be forfeited as of the end of such post-termination conversion window.

(c) Disability. Notwithstanding Section 4(a), if the Participant's Service terminates by reason of the Participant's Disability, then any Unvested AO LTIP Units shall immediately become Vested AO LTIP Units as of such Participant's termination. The Participant shall have the right, at any time within one year after the date of such termination (but before the Expiration Date), to convert Vested AO LTIP Units (after taking into account the vesting acceleration pursuant to this Agreement) into Vested LTIP Units pursuant to the terms of this Agreement and the Partnership Agreement. Any Vested AO LTIP Unit not converted during such post-termination conversion window shall immediately be forfeited as of the end of such post-termination conversion window.

For purposes of this Agreement, the Committee, in its sole discretion, may require that determination of the existence of a Disability be made by the Company's insurance carrier or by an independent physician retained by the Company.

(d) Retirement. Notwithstanding Section 4(a), if the Participant's Service terminates by reason of the Participant's Retirement, all Unvested AO LTIP Units, if any, that have not previously vested shall immediately become Vested AO LTIP Units as of the Participant's Retirement Date (or upon the Revocation Expiration Time, if applicable). The Participant shall have the right, at any time within one year after the date of such termination (but before the Expiration Date) to convert Vested AO LTIP Units (after taking into account the vesting acceleration pursuant to this Agreement) into Vested LTIP Units pursuant to the terms of this Agreement and the Partnership Agreement. For purposes of this Agreement, "Retirement" means the Participant's termination of Service other than due to death, Disability, or Cause if:

(i) by the Retirement Date the Participant is at least 55 years old and has provided at least 10 years of Service as defined in the Plan and applied by the Company's HR department (generally including service with the Company, PS Business Parks, Inc. (prior to July 20, 2022), and their Affiliates);

(ii) by the Retirement Date the sum of the Participant's age and total years of Service equals at least 80;

(iii) the Participant provided the Company written notice of the Participant's intention to retire at least 12 months prior to the Retirement Date;

(iv) on or within 45 days following the Retirement Date (or within such shorter period following the Retirement Date as set forth in the separation agreement), the Participant has entered into a separation agreement, in a form acceptable to the Company, which includes a full release of claims and certain restrictive covenants as of the date of Retirement, and if the execution of such separation agreement is subject to a revocation period by applicable law, the separation agreement has not been revoked and the applicable revocation period, which may not exceed 10 days, has expired (the "Revocation Expiration Time"); and

(v) subject to the Participant's continued Service through both the Certification Date and the Retirement Date, the Equity Awards Committee has taken separate action to establish a date of termination of Service for the Participant (the "Retirement Date") and to approve such accelerated vesting for the Participant (the date of such action by that committee, the "Certification Date"); provided, however, that (A) the Participant shall have no right to such accelerated vesting if that committee does not take action to approve such accelerated vesting for such Participant or revokes its approval before the

Retirement Date; and (B) if the Participant's Service is terminated for any reason other than death or Disability prior to such Retirement Date, any Unvested AO LTIP Units held by the Participant shall be forfeited immediately as of such termination of Service.

(e) Involuntary Termination. Notwithstanding Section 4(a), if the Participant's Service is terminated by reason of the Participant's Involuntary Termination, then any Unvested AO LTIP Units shall become Vested AO LTIP Units on the termination date. The Participant shall have the right, at any time within one year after the date of termination (but before the Expiration Date), to convert Vested AO LTIP Units (after taking into account the vesting acceleration pursuant to this Agreement) into Vested LTIP Units pursuant to the terms of this Agreement and the Partnership Agreement. Any Vested AO LTIP Unit not converted during such post-termination conversion window shall immediately be forfeited as of the end of such post-termination conversion window. For purposes of this Agreement, "Involuntary Termination"means the Participant's termination of Service by the Company other than due to death, Disability, Retirement or Cause.

(f) [Termination for Cause. Notwithstanding Section 4(a), if the Participant's Service is terminated by the Company for Cause, then the Participant shall have the right at any time within 30 days after such termination (but before the Expiration Date), to convert, in whole or in part, any Vested Class OP LTIP held by such Participant at the date of such termination, to the extent such Vested Class OP LTIP was convertible as of such termination. Any portion of the Vested Class OP LTIP not exercised during such post-termination conversion window shall immediately terminate as of the end of such post-termination conversion window. Any Unvested AO LTIP Units held by the Participant shall be forfeited as of such termination of Service.]

(g) Corporate Transactions. In the event of a Change of Control (as defined in the Plan), the Committee shall apply the acceleration, payment and other principles set forth in Section 15.3 and Section 15.4 of the Plan with respect to Awards that are Options (each as defined in the Plan), as applicable and appropriate, in its sole judgment.

5. Miscellaneous.

(a) Administration. The Committee shall administer the Award. If the Committee determines at any time that an Unvested AO LTIP Unit cannot become a Vested AO LTIP Unit, the Committee shall have the authority to cause such Unvested AO LTIP Unit to be forfeited for no consideration and without liability to the Participant under the Award.

(b) Agreement Subject to Plan and Partnership Agreement; Amendment. By entering into this Agreement, the Participant agrees and acknowledges that the Participant

has received and read a copy of the Plan and the Partnership Agreement. The AO LTIP Units granted hereunder are subject to the Plan and the Partnership Agreement. The terms and provisions of the Plan and the Partnership Agreement, as the same may be amended from time to time, are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan or the Partnership Agreement, the applicable terms and provisions of the Plan or the Partnership Agreement as applicable, will govern and prevail. The terms of the Agreement and the Award Certificate may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of the Participant shall not to that extent be effective without the consent of the Participant.

(c) No Transferability; No Assignment. Except as set forth in the Partnership Agreement, the Participant shall not, without the consent of the Partnership (which the Partnership may give or withhold in its sole discretion), sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, "Transfer") any AO LTIP Units.

(d) No Right to Continued Employment. Neither the Plan nor this Agreement nor the Participant's receipt of the Award hereunder shall impose any obligation on the Company or any Affiliate to continue the Service of the Participant. Further, the Company or any Affiliate (as applicable) may at any time terminate the Service of such Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein or in any written employment agreement between the Participant and the Company (or any Affiliate).

(e) Limitation on Rights. The Participant shall be the record owner of the AO LTIP Units, and as record owner shall be entitled to all rights of a holder of AO LTIP Units under the Partnership Agreement.

(f) Legend. To the extent applicable, all book entries (or certificates, if any) representing the AO LTIP Units delivered to the Participant as contemplated by Section 2 above shall be subject to applicable law. Any such book entry notations (or legends on certificates, if any) shall include a description to the effect of the restrictions set forth in Section 5(c) hereof.

(g) Securities Laws; Cooperation. The Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement. Participant further agrees to cooperate with the Company and the Partnership in taking any action reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.

(h) Tax Withholding.

(i) Regardless of any action that the Company, the Partnership, the General Partner, the Partnership or any of their Affiliates (collectively, the "Company Parties") takes or fails to take with respect to any or all federal, state, or local income tax, employment tax, non-U.S. tax or other tax-related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the Vested AO LTIP Units (and any distributions in respect thereof) is and remains the Participant's responsibility and that each of the Company Parties: (A) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the Vested AO LTIP Units, including, but not limited to, the grant, vesting, or conversion, any exchange pursuant to Section 8.6 of the Partnership Agreement, the subsequent sale of Common Shares and the receipt of any distributions in respect thereof; and (B) does not commit to structure the terms of the Award or any aspect of the Vested AO LTIP Units to reduce or eliminate the Participant's liability for Tax Related Items. Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, the Participant acknowledges that the Partnership and/or Company may be required to withhold or account for Tax Related Items in more than one jurisdiction.

(ii) If applicable, prior to the relevant taxable event, the Participant shall pay or make adequate arrangements satisfactory to the Partnership and/or the Company, in its sole discretion, to satisfy all withholding and payment on account obligations for Tax Related Items of the Company and the Partnership. In this regard, the Participant authorizes the Company and the Partnership, each in its sole discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Participant with respect to the AO LTIP Units by withholding cash or securities otherwise payable or issuable to the Participant, provided that the Company and/or the Partnership withholds only the amount necessary to satisfy the minimum statutory withholding amount using, in the case of securities, the Fair Market Value of the securities. Notwithstanding the foregoing, for so long as Accounting Standards Update 2016-09 or a similar rule remains in effect, the Board or the Committee shall have full discretion to choose, or to allow a Participant to elect, to withhold amounts having an aggregate Fair Market Value that is greater than the applicable minimum required statutory withholding liability (but such withholding may in no event be in excess of the maximum required statutory withholding amount(s) in such Participant's relevant tax jurisdictions). Participant shall pay to the Company and/or the Partnership any amount of Tax Related Items that the Company and/or the Partnership may be required to withhold that are not satisfied by the previously described method. The Company may refuse to deliver cash or securities to the Participant if the Participant fails to comply with Participant's obligations in connection with the Tax Related Items as described in this Section.

(i) Compensation Recovery Policy. The property received under this Agreement shall be subject to being recovered under the Company's Incentive Compensation Recoupment Policy, and any similar policy that the Company may adopt from time to time. For avoidance of doubt, compensation recovery rights to Vested AO LTIP Units under this Agreement shall extend to Vested LTIP Units that were received upon conversion of Vested AO LTIP Units, Common Partnership Units received upon the conversion of such LTIP Units, and any cash or Common Shares received upon redemption of such Common Partnership Units.

(j) Section 409A Compliance. The Award and the AO LTIP Units under this Agreement are intended either to be exempt from, or to comply with, the requirements of Section 409A of the Code, so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the Participants. The Agreement shall be administered and interpreted to the extent possible in a manner consistent with that intent. Notwithstanding anything to the contrary in this Agreement, if the Participant is a "specified employee" within the meaning of Section 409A, no payments in respect of any Award or AO LTIP Unit that is "deferred compensation" subject to Section 409A and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A) shall be made to the Participant prior to the date that is six months after the date of the Participant's "separation from service" or, if earlier, the Participant's date of death. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A which is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company and the Partnership shall not be liable to the Participant or any other person for any payment made under this plan that is determined to result in an additional tax, penalty, or interest under Section 409A, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A.

(k) Section 280G of the Code. If the accelerated vesting of the AO LTIP Units or the amounts payable under this Agreement, together with all other payments and the value of any benefit received or to be received by the Participant, would result in all or a portion of such payment being subject to excise tax under Section 4999 of the Code (the "Excise Tax"), then the Participant's payment shall be either (i) the full payment or (ii) such lesser amount that would result in no portion of the payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employment taxes, income taxes, and the Excise Tax, results in the receipt by the Participant, on an after-tax basis, of the greatest amount of the payment notwithstanding that all or some portion of the payment may be taxable under Section 4999 of the Code. Any such reduction shall be made by the Company and/or the

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Partnership in compliance with all applicable legal authority, including Section 409A. All determinations required to be made under this Section shall be made by the nationally recognized accounting firm that is the Company's outside auditor immediately prior to the event triggering the payments that are subject to the Excise Tax, which firm must be reasonably acceptable to the Participant (the "Accounting Firm"). The Company shall cause the Accounting Firm to provide detailed supporting calculations of its determinations to the Company, the Partnership, and the Participant. All fees and expenses of the Accounting Firm shall be borne solely by the Company. The Accounting Firm's determinations must be made with substantial authority (within the meaning of Section 6662 of the Code).

(l) Governing Law. This Agreement shall be governed by the laws of the State of Maryland, except that if Participant's principal place of employment is in California, then this Agreement will be governed by the laws of the State of California, in either case without giving effect to any choice or conflict of law provision or rule.

(m) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

PUBLIC STORAGE OP, L.P.
AO LTIP UNIT AGREEMENT AWARD CERTIFICATE

1. Public Storage OP, L.P. (the "Partnership"), Public Storage, a Maryland real estate investment trust (together with its Subsidiaries and their successors, the "Company"), and the Participant who is signatory hereto, hereby agree to the terms of this Award Certificate and the Public Storage OP, L.P. AO LTIP Unit Agreement (the "Agreement") to which it is attached. All capitalized terms used in this Award Certificate and not defined herein shall have the meanings assigned to them in the Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan (as amended from time to time, the "Plan") or the Agreement.

2. Subject to the terms of this Award Certificate, the Agreement, and the Plan, the Partnership hereby grants to the Participant as of the Effective Date, the Award on the terms set forth below:

Participant:	[ ]
Effective Date:	[ ]
Number of AO LTIP Units:	[ ]
AO LTIP Unit Participation Threshold per AO LTIP Unit covered by this Award:	[ ]

3. The Award and any AO LTIP Units which may vest under the Award are subject to the terms and conditions set forth in this Award Certificate, the Plan, the Agreement and the Partnership's partnership agreement (the "Partnership Agreement"). All terms and provisions of the Plan, the Agreement, and the Partnership Agreement, as the same may be amended from time to time, are incorporated and made part of this Award Certificate. If any provision of this Award Certificate is in conflict with the terms of the Plan, the Agreement, or the Partnership Agreement, then the terms of the Plan, the Agreement, or the Partnership Agreement, as applicable, shall govern. The Participant hereby expressly acknowledges receipt of a copy of the Plan, the Agreement, and the Partnership Agreement.

* * * * *

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

PUBLIC STORAGE	**PARTICIPANT**
By:_____________________________	
Name:	_____________________________
Title:	Name:

PUBLIC STORAGE OP, L.P.

By: PSOP GP, LLC, its general partner

By: _________________________
Name:
Title:

Exhibit 10.6

PUBLIC STORAGE OP, L.P.
AO LTIP UNIT AGREEMENT

THIS APPRECIATION-ONLY LTIP UNIT AGREEMENT (this "Agreement") dated as of the Effective Date set forth in the Award Certificate attached hereto (the "Award Certificate") is made by and between Public Storage OP, L.P. (the "Partnership") and Public Storage (together with its Subsidiaries and any successors thereto, the "Company") and the Participant set forth in the Award Certificate. The Award Certificate is included with and made part of this Agreement. In this Agreement and each Award Certificate, unless the context otherwise requires, words and expressions shall have the meanings given to them in the Plan (as defined below), except as herein defined.

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Achievement Percentage" means the "Percentage of Award Earned" specified with respect to the award levels for each Performance Metric set forth in the Award Certificate, or a percentage determined using linear interpolation if actual performance falls between any two specified levels. In the event that actual performance does not meet the lowest level for any Performance Metric (i.e., the threshold level), the "Achievement Percentage" with respect to such Performance Metric shall be zero.

(b) "AO LTIP Units" shall have the meaning set forth in the Partnership Agreement

(c) "Award" means the award(s) as set forth in the Award Certificate.

(d) "Board" means the Board of Trustees of the Company.

(e) "Common Partnership Units" shall have the meaning set forth in the Partnership Agreement.

(f) "Common Shares" means the common shares, par value $0.10 per share, of the Company (and any stock or other securities into which such Common Shares may be converted or into which it may be exchanged).

(g) "Determination Date" means for any Performance Period, the date on which the Committee determines the total number of Performance Earned Units, if any.

(h) "Effective Date" means the Effective Date set forth in the Award Certificate.

(i) "Expiration Date" means [5:00 p.m. Pacific time on the day before the 10th anniversary of the Effective Date], subject to earlier termination in accordance with this Agreement or the terms of the Plan as determined by the Committee.

(j) "LTIP Unit" shall have the meaning set forth in the Partnership Agreement and shall include a Performance Earned Unit or a Vested AO LTIP Unit, either individually or in the aggregate, as the context may require granted hereunder pursuant to the Plan.

(k) "Participant" means the person whose name is set forth in the Award Certificate.

(l) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of Public Storage OP, L.P., as further amended or supplemented from time to time.

(m) "Performance Earned Units" shall have the meaning set forth in Section 2(e).

(n) "Performance Metric" means the performance metric applicable to the Award, as set forth in the Award Certificate.

(o) "Performance Period" means the applicable period set forth in the Award Certificate.

(p) "Plan" means the Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan, as amended from time to time.

(q) "Unvested AO LTIP Units" shall have the meaning set forth in the Partnership Agreement.

(r) "Vested AO LTIP Units" shall have the meaning set forth in the Partnership Agreement.

(s) "Vested LTIP Units" shall have the meaning set forth in the Partnership Agreement.

2. Range of AO LTIP Units under Awards; Calculation of AO LTIP Units.

(a) Grant of Award Ranges. The Partnership hereby grants to the Participant a number of AO LTIP Units under the Award equal to the number of AO LTIP Units set forth in the Award Certificate, which AO LTIP Units shall be subject to the satisfaction of the performance vesting conditions set forth in the Award Certificate and herein. The actual number of AO LTIP Units that become Performance Earned Units and Vested AO LTIP Units under the Award shall be determined pursuant to Section 2(e) and Section 2(f) hereof. Vested AO LTIP Units are intended to provide the Participant with the opportunity to share in the appreciation of the value of a Common Share in excess of the AO LTIP Unit Participation Threshold set forth in the Award Certificate based on the AO LTIP Unit Conversion Factor and other terms set forth in the Partnership Agreement.

(b) Admission to Partnership.

(i) The Participant shall be admitted as a limited partner of the Partnership in respect of the AO LTIP Units as of the Effective Date by signing and delivering to the Partnership a copy of this Agreement and by doing so agrees to be bound by the terms and provisions of the Partnership Agreement, including the power of attorney set forth in Section 15.11 of the Partnership Agreement.

(ii) Upon execution of this Agreement by the Participant, the Partnership and the Company shall update the Partnership Agreement registry to reflect the issuance to the Participant of the AO LTIP Units and the admission of the Participant as a AO LTIP Unitholder (as defined in the Partnership Agreement) and the Partnership shall deliver to the Participant a certificate, letter or electronic documentation certifying the number of AO LTIP Units then issued to the Participant. Thereupon, the Participant shall have all the rights of a AO LTIP Unitholder of the Partnership with respect to the number of AO LTIP Units set forth in this Agreement in accordance with the Partnership Agreement.

(c) Representations and Warranties. The Participant hereby makes the covenants, representations and warranties set forth on Exhibit A attached hereto as of the Effective Date, and the Participant shall immediately notify the Company and the Partnership upon discovering that any of the representations or warranties set forth on Exhibit A was false when made or have, as a result of changes in circumstances, become false.

(d) Section 83(b) Election. Within 10 days after the Effective Date, the Participant shall provide the Partnership with a copy of a completed election under Section 83(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") in the form of Exhibit B hereto. The Participant shall timely (within 30 days of the Effective Date) file (via certified mail, return receipt requested) such election with the Internal Revenue Service and shall thereafter notify the Partnership that the Participant has made such timely filings. **The Participant should consult Participant's tax advisor regarding the consequences of Section 83(b) elections, as well as the receipt, vesting, holding and sale of AO LTIP Units.**

(e) Calculation of Number of Performance Earned Units.

(i) On the Determination Date, the total number of Performance Earned Units earned under the Award shall be calculated by the Committee with respect to the Performance Metrics. The total number of earned AO LTIP Units (the "Performance Earned Units") shall be equal to the product of (x) the number of AO LTIP Units allocable to each Performance Metric as set forth in the Award Certificate, multiplied by (y) the Achievement Percentage for the applicable Performance Metric (after taking into account each Performance Metric's relative

weighting as set forth in the Award Certificate). In the event that the Company's actual performance with respect to a Performance Metric does not meet the threshold level for that Performance Metric, no AO LTIP Units applicable to that Performance Metric shall be earned. All AO LTIP Units that do not become Performance Earned Units shall be forfeited automatically and without further action as of the Determination Date.

(ii) The Determination Date shall be no later than 75 days following the last day of the Performance Period, or as soon thereafter as reasonably practicable, at which time the Partnership shall notify the Participant of the total number of Performance Earned Units (rounded to the nearest whole AO LTIP Unit). Any AO LTIP Units which do not become Vested AO LTIP Units following the final Vesting Date shall be forfeited automatically and without further action as of that date.

(iii) The calculation of the levels of achievement with respect to the Performance Metrics shall be adjusted from time to time by the Committee as it deems equitable and necessary, including (A) to account for significant acquisitions, dispositions, or other extraordinary or one-time events that impact the applicable Performance Metric, and (B) as necessary to ensure that Performance Metrics are computed on a consistent and equitable basis.

(f) Vesting. Subject to Section 4, the Performance Earned Units shall become Vested AO LTIP Units, subject to the Participant's continued Service with the Company from the Effective Date through the applicable vesting date(s) (each, a "Vesting Date"), as follows: [(x) sixty percent (60%) of the Performance Earned Units shall become Vested AO LTIP Units on the Determination Date; (y) twenty percent (20%) of the Performance Earned Units shall become Vested AO LTIP Units on the first anniversary of the Determination Date; and (z) twenty percent (20%) of the Performance Earned Units shall become Vested AO LTIP Units on the second anniversary of the Determination Date]. Any resulting fractional unit shall be rounded to the nearest whole unit and shall be rounded up or down as necessary as of the last Vesting Date; provided, in all cases, the Participant cannot vest in more than the number of Performance Earned Units. Except as provided in Section 4, no AO LTIP Unit shall vest after the Participant's Service has terminated for any reason.

(g) Conversion and Term. Subject to earlier forfeiture, termination, acceleration or cancellation of the AO LTIP Units as provided in the Partnership Agreement, Plan or this Agreement, until the Expiration Date, Vested AO LTIP Units shall be convertible at the Participant's election into a number of Vested LTIP Units, as determined in accordance with the Partnership Agreement, which in turn may convert into Common Partnership Units and Common Shares as provided in the Partnership Agreement. Vested AO LTIP Units may be converted by the Participant by providing

written notice to the Partnership or the Company at least one business day prior to the desired conversion date. Unless otherwise provided in an agreement between the Company and the Participant, upon the Expiration Date any AO LTIP Units which have not been converted into Vested LTIP Units shall terminate, be cancelled for no consideration and be without further force or effect.

3. Distributions. AO LTIP Units are not entitled to distributions under the terms and provisions of the Partnership Agreement.

4. Special Vesting Provisions.

(a) General. Subject to Section 4(b), Section 4(c), Section 4(e), Section 4(f), Section 4(g) and Section 4(h), upon the termination of the Participant's Service other than by reason of death, Disability, or Retirement, Involuntary Termination or Termination for Cause, the Participant shall have the right at any time within 90 days after such termination but before the Expiration Date, to convert, in whole or in part, any Vested AO LTIP Unit held by such Participant into Vested LTIP Units in accordance with the terms of this Agreement and the Partnership Agreement. Any Vested AO LTIP Unit not converted during such post-termination conversion window shall be forfeited as of the end of such post-termination conversion window. Any Unvested AO LTIP Units held by the Participant shall be forfeited as of such termination of Service.

(b) Death. Notwithstanding Section 4(a), (i) if the Participant dies while in Service during the Performance Period, then the Performance Earned Units shall be calculated at an Achievement Percentage of 50% and shall immediately become vested as of such Participant's death and (ii) if the Participant dies while in Service following end of the Performance Period, then the Performance Earned Units shall be calculated based on the actual achievement of the Performance Metrics, as determined by the Committee in its sole discretion following the end of the Performance Period in accordance with Section 2(e), and shall immediately become Vested AO LTIP Units as of such Participant's death; provided, however, that if any such termination occurs on or following the last day of the Performance Period but prior to the Determination Date, then the AO LTIP Units shall remain outstanding until the Determination Date and any AO LTIP Units that become Performance Earned Units on the Determination Date shall become fully vested as of the Determination Date. The executors or administrators or legatees or distributees of the Participant's estate shall have the right, at any time within one year after the date of the Participant's death (but before the Expiration Date) to convert Vested AO LTIP Units (after taking into account the vesting acceleration pursuant to this Agreement) into Vested LTIP Units pursuant to the terms of this Agreement and the Partnership Agreement. Any Vested AO LTIP Unit not converted during such post-termination conversion window shall immediately be forfeited as of the end of such post-termination conversion window.

(c) Disability. Notwithstanding Section 4(a), (i) if the Participant's Service terminates by reason of the Participant's Disability during the Performance Period, then the Performance Earned Units shall be calculated at an Achievement Percentage of 50% and shall immediately become vested as of such Participant's termination and (ii) if the Participant's Service terminates by reason of the Participant's Disability following end of the Performance Period, then the Performance Earned Units shall be calculated based on the actual achievement of the Performance Metrics, as determined by the Committee in its sole discretion following the end of the Performance Period in accordance with Section 2(e), and shall immediately become Vested AO LTIP Units as of such Participant's termination. The Participant shall have the right, at any time within one year after the date of such termination (but before the Expiration Date), to convert Vested AO LTIP Units (after taking into account the vesting acceleration pursuant to this Agreement) into Vested LTIP Units pursuant to the terms of this Agreement and the Partnership Agreement. Any Vested AO LTIP Unit not converted during such post-termination conversion window shall immediately be forfeited as of the end of such post-termination conversion window. For purposes of this Agreement, the Committee, in its sole discretion, may require that determination of the existence of a Disability be made by the Company's insurance carrier or by an independent physician retained by the Company.

(d) Leave of Absence. In the event the Participant takes one or more leaves of absence (or similar suspension of service while remaining an employee) during the Performance Period for an aggregate period of 275 or more days of the Performance Period, then the Participant shall not be eligible to earn Performance Earned Units pursuant to this Agreement on the Determination Date. In the event the Participant takes one or more leaves of absence (or similar suspension of service while remaining an employee) during the Performance Period for an aggregate period of less than 275 days of the Performance Period, then the Committee, in its sole discretion, may reduce on a *pro rata* basis the amount of Performance Earned Units that would otherwise be earned pursuant to the Award based on its assessment of the Participant's contributions during the Performance Period. For the avoidance of doubt, ordinary vacation and sick leave permitted under the Company's policies are not considered suspensions of service. This paragraph shall not apply in the case of death, Disability, or Retirement.

(e) Retirement. Notwithstanding Section 4(a), if, prior to the completion of the first year of the Performance Period, the Participant's Service terminates by reason of the Participant's Retirement, the Unvested AO LTIP Units shall be forfeited. If, on or following the completion of the first year of the Performance Period, the Participant's Service terminates during the Performance Period by reason of the Participant's Retirement, then the Participant shall remain eligible to vest in the AO LTIP Units based on the actual achievement of the Performance Metrics, as determined by the Committee in its sole discretion following the end of the Performance Period. Any Unvested AO LTIP Units that become Performance Earned Units based on the actual achievement of the Performance Metrics shall become Vested AO LTIP Units as of the Determination

Date on a *pro rata* basis determined by multiplying the number of Performance Earned Units by a fraction, the numerator of which is the number of days of Service performed by the Participant during the Performance Period and the denominator of which is the number of days in the Performance Period. Any resulting fractional Vested AO LTIP Units shall be rounded to the nearest whole unit. If the Participant's Service terminates on or following the last day of the Performance Period by reason of the Participant's Retirement, all Performance Earned Units, if any, that have not previously vested shall immediately become Vested AO LTIP Units as of the Participant's Retirement Date (or upon the Revocation Expiration Time, if applicable); provided, however, that if any such termination occurs on or following the last day of the Performance Period but prior to the Determination Date, the AO LTIP Units shall remain outstanding until the Determination Date and any AO

LTIP Units that become Performance Earned Units on the Determination Date shall become Vested AO LTIP Units as of the Determination Date (or upon the Revocation Expiration Time, if applicable and later). The Participant shall have the right, at any time within one year after the date of such termination (but before the Expiration Date) to convert Vested AO LTIP Units (after taking into account the vesting acceleration pursuant to this Agreement) into Vested LTIP Units pursuant to the terms of this Agreement and the Partnership Agreement. For the avoidance of doubt, any Unvested AO LTIP Units that do not become Performance Earned Units based on the achievement of the Performance Metrics shall be automatically forfeited by the Participant on the Determination Date. For purposes of this Agreement, "Retirement" means the Participant's termination of Service other than due to death, Disability, or Cause if:

(i) by the Retirement Date the Participant is at least 55 years old and has provided at least 10 years of Service as defined in the Plan and applied by the Company's HR department (generally including service with the Company, PS Business Parks, Inc. (prior to July 20, 2022), and their Affiliates);

(ii) by the Retirement Date the sum of the Participant's age and total years of Service equals at least 80;

(iii) the Participant provided the Company written notice of the Participant's intention to retire at least 12 months prior to the Retirement Date;

(iv) on or within 45 days following the Retirement Date (or within such shorter period following the Retirement Date as set forth in the separation agreement), the Participant has entered into a separation agreement, in a form acceptable to the Company, which includes a full release of claims and certain restrictive covenants as of the date of Retirement, and if the execution of such separation agreement is subject to a revocation period by applicable law, the separation agreement has not been revoked and the applicable revocation period,

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which may not exceed 10 days, has expired (the "Revocation Expiration Time"); and

(v) subject to the Participant's continued Service through both the Certification Date and the Retirement Date, the Equity Awards Committee has taken separate action to establish a date of termination of Service for the Participant (the "Retirement Date") and to approve such accelerated vesting for the Participant (the date of such action by that committee, the "Certification Date"); provided, however, that (A) the Participant shall have no right to such accelerated vesting if that committee does not take action to approve such accelerated vesting for such Participant or revokes its approval before the Retirement Date; and (B) if the Participant's Service is terminated for any reason other than death or Disability prior to such Retirement Date, any Unvested AO LTIP Units held by the Participant shall be forfeited immediately as of such termination of Service.

(f) Involuntary Termination. Notwithstanding Section 4(a), if the Participant's Service is terminated prior to the Determination Date by reason of the Participant's Involuntary Termination, then the Participant shall remain eligible to vest in the Performance Earned Units, if any, as determined by the Committee following the end of the Performance Period. The Performance Earned Units, if any, shall become Vested AO LTIP Units on the Determination Date, on a *pro rata* basis determined by multiplying the Performance Earned Units by a fraction, the numerator of which is the number of days of Service performed by the Participant during the Performance Period and the denominator of which is the number of days in the Performance Period. Any resulting fractional shares shall be rounded to the nearest whole share. The Participant shall have the right, at any time within one year after the later of the date of such termination or the Determination Date (but before the Expiration Date), to convert Vested AO LTIP Units (after taking into account the vesting acceleration pursuant to this Agreement) into Vested LTIP Units pursuant to the terms of this Agreement and the Partnership Agreement. Any Vested AO LTIP Unit not converted during such post-termination conversion window shall immediately be forfeited as of the end of such post-termination conversion window. For purposes of this Agreement, "Involuntary Termination"means the Participant's termination of Service by the Company other than due to death, Disability, Retirement or Cause.

(g) [Termination for Cause. Notwithstanding Section 4(a), if the Participant's Service is terminated by the Company for Cause, then the Participant shall have the right at any time within 30 days after such termination (but before the Expiration Date), to convert, in whole or in part, any Vested Class OP LTIP held by such Participant at the date of such termination, to the extent such Vested Class OP LTIP was convertible as of such termination. Any portion of the Vested Class OP LTIP not exercised during such post-termination conversion window shall immediately terminate as of the end of such

post-termination conversion window. Any Unvested AO LTIP Units held by the Participant shall be forfeited as of such termination of Service.]

(h) Corporate Transactions. In the event of a Change of Control (as defined in the Plan), the Committee shall apply the acceleration, payment and other principles set forth in Section 15.3 and Section 15.4 of the Plan with respect to Performance Awards that are Options (each as defined in the Plan), as applicable and appropriate, in its sole judgment.

5. Miscellaneous.

(a) Administration. The Committee shall administer the Award. At the end of the Performance Period (or earlier, as provided in Section 4), the Committee shall calculate and approve the number of Performance Earned Units awarded to the Participant under the Award. If the Committee determines at any time that an Unvested AO LTIP Unit cannot become a Vested AO LTIP Unit, the Committee shall have the authority to cause such Unvested AO LTIP Unit to be forfeited for no consideration and without liability to the Participant under the Award.

(b) Agreement Subject to Plan and Partnership Agreement; Amendment. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan and the Partnership Agreement. The AO LTIP Units granted hereunder are subject to the Plan and the Partnership Agreement. The terms and provisions of the Plan and the Partnership Agreement, as the same may be amended from time to time, are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan or the Partnership Agreement, the applicable terms and provisions of the Plan or the Partnership Agreement as applicable, will govern and prevail. The terms of the Agreement and the Award Certificate may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of the Participant shall not to that extent be effective without the consent of the Participant.

(c) No Transferability; No Assignment. Except as set forth in the Partnership Agreement, the Participant shall not, without the consent of the Partnership (which the Partnership may give or withhold in its sole discretion), sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, "Transfer") any AO LTIP Units.

(d) No Right to Continued Employment. Neither the Plan nor this Agreement nor the Participant's receipt of the Award hereunder shall impose any obligation on the Company or any Affiliate to continue the Service of the Participant. Further, the Company or any Affiliate (as applicable) may at any time terminate the Service of such Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein or in any written employment agreement between the Participant and the Company (or any Affiliate).

(e) Limitation on Rights. The Participant shall be the record owner of the AO LTIP Units, and as record owner shall be entitled to all rights of a holder of AO LTIP Units under the Partnership Agreement.

(f) Legend. To the extent applicable, all book entries (or certificates, if any) representing the AO LTIP Units delivered to the Participant as contemplated by Section 2 above shall be subject to applicable law. Any such book entry notations (or legends on certificates, if any) shall include a description to the effect of the restrictions set forth in Section 5(c) hereof.

(g) Securities Laws; Cooperation. The Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement. Participant further agrees to cooperate with the Company and the Partnership in taking any action reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.

(h) Tax Withholding.

(i) Regardless of any action that the Company, the Partnership, the General Partner, the Partnership or any of their Affiliates (collectively, the “Company Parties”) takes or fails to take with respect to any or all federal, state, or local income tax, employment tax, non-U.S. tax or other tax-related items (“Tax Related Items”), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the Vested AO LTIP Units (and any distributions in respect thereof) is and remains the Participant’s responsibility and that each of the Company Parties: (A) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the Vested AO LTIP Units, including, but not limited to, the grant, or vesting, conversion, any exchange pursuant to Section 8.6 of the Partnership Agreement, the subsequent sale of Common Shares and the receipt of any distributions in respect thereof; and (B) does not commit to structure the terms of the Award or any aspect of the Vested AO LTIP Units to reduce or eliminate the Participant’s liability for Tax Related Items. Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, the Participant acknowledges that the Partnership and/or Company may be required to withhold or account for Tax Related Items in more than one jurisdiction.

(ii) If applicable, prior to the relevant taxable event, the Participant shall pay or make adequate arrangements satisfactory to the Partnership and/or the Company, in its sole discretion, to satisfy all withholding and payment on account

obligations for Tax Related Items of the Company and the Partnership. In this regard, the Participant authorizes the Company and the Partnership, each in its sole discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Participant with respect to the Vested AO LTIP Units by withholding cash or securities otherwise payable or issuable to the Participant, provided that the Company and/or the Partnership withholds only the amount necessary to satisfy the minimum statutory withholding amount using, in the case of securities, the Fair Market Value of the securities. Notwithstanding the foregoing, for so long as Accounting Standards Update 2016-09 or a similar rule remains in effect, the Board or the Committee shall have full discretion to choose, or to allow a Participant to elect, to withhold amounts having an aggregate Fair Market Value that is greater than the applicable minimum required statutory withholding liability (but such withholding may in no event be in excess of the maximum required statutory withholding amount(s) in such Participant’s relevant tax jurisdictions). Participant shall pay to the Company and/or the Partnership any amount of Tax Related Items that the Company and/or the Partnership may be required to withhold that are not satisfied by the previously described method. The Company may refuse to deliver cash or securities to the Participant if the Participant fails to comply with Participant’s obligations in connection with the Tax Related Items as described in this Section.

(i) Compensation Recovery Policy. The property received under this Agreement shall be subject to being recovered under the Company’s Incentive Compensation Recoupment Policy, and any similar policy that the Company may adopt from time to time. For avoidance of doubt, compensation recovery rights to Vested AO LTIP Units under this Agreement shall extend to Vested LTIP Units that were received upon conversion of Vested AO LTIP Units, Common Partnership Units received upon the conversion of such LTIP Units, and any cash or Common Shares received upon redemption of such Common Partnership Units.

(j) Section 409A Compliance. The Award and the AO LTIP Units under this Agreement are intended either to be exempt from, or to comply with, the requirements of Section 409A of the Code, so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the Participants. The Agreement shall be administered and interpreted to the extent possible in a manner consistent with that intent. Notwithstanding anything to the contrary in this Agreement, if the Participant is a "specified employee" within the meaning of Section 409A, no payments in respect of any Award or AO LTIP Unit that is "deferred compensation" subject to Section 409A and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A) shall be made to the Participant prior to the date that is six months after the date of the Participant's "separation from service" or, if earlier, the Participant's date of death. Following any applicable six-month

delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A that is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company and the Partnership shall not be liable to the Participant or any other person for any payment made under this plan that is determined to result in an additional tax, penalty, or interest under Section 409A, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A.

(k) Section 280G of the Code. In the event that the accelerated vesting of the AO LTIP Units or the amounts payable under this Agreement, together with all other payments and the value of any benefit received or to be received by the Participant, would result in all or a portion of such payment being subject to excise tax under Section 4999 of the Code (the "Excise Tax"), then the Participant's payment shall be either (i) the full payment or (ii) such lesser amount that would result in no portion of the payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employment taxes, income taxes, and the Excise Tax, results in the receipt by the Participant, on an after-tax basis, of the greatest amount of the payment notwithstanding that all or some portion of the payment may be taxable under Section 4999 of the Code. Any such reduction shall be made by the Company and/or the Partnership in compliance with all applicable legal authority, including Section 409A. All determinations required to be made under this Section shall be made by the nationally recognized accounting firm which is the Company's outside auditor immediately prior to the event triggering the payments that are subject to the Excise Tax, which firm must be reasonably acceptable to the Participant (the "Accounting Firm"). The Company shall cause the Accounting Firm to provide detailed supporting calculations of its determinations to the Company, the Partnership, and the Participant. All fees and expenses of the Accounting Firm shall be borne solely by the Company. The Accounting Firm's determinations must be made with substantial authority (within the meaning of Section 6662 of the Code).

(l) Governing Law. This Agreement shall be governed by the laws of the State of Maryland, except that if Participant's principal place of employment is in California, then this Agreement will be governed by the laws of the State of California, in either case without giving effect to any choice or conflict of law provision or rule.

(m) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

PUBLIC STORAGE OP, L.P.
AO LTIP UNIT AGREEMENT AWARD CERTIFICATE

1. Public Storage OP, L.P. (the "Partnership"), Public Storage, a Maryland real estate investment trust (together with its Subsidiaries and their successors, the "Company"), and the Participant who is signatory hereto, hereby agree to the terms of this Award Certificate and the Public Storage OP, L.P. AO LTIP Unit Agreement (the "Agreement") to which it is attached. All capitalized terms used in this Award Certificate and not defined herein shall have the meanings assigned to them in the Public Storage 2021 Equity and Performance-Based Incentive Compensation Plan (as amended from time to time, the "Plan") or the Agreement.

2. Subject to the terms of this Award Certificate, the Agreement, and the Plan, the Partnership hereby grants to the Participant as of the Effective Date, the Award on the terms set forth below:

Participant:	[ ]
Effective Date:	[ ]
Number of AO LTIP Units:	[ ]
Performance Period:	[ ]
AO LTIP Unit Participation Threshold per AO LTIP Unit covered by this Award:	[ ]

Performance Metrics. The AO LTIP Units that may be earned under this Agreement shall be based on the Company's achievement of the following performance metrics: (i) [60% of the AO LTIP Units set forth in this award may be earned based on the Company's relative TSR (as defined below) as compared against the weighted average TSR of the Self-Storage Peer Group (as defined below) over the Performance Period (the "Self-Storage Peer TSR Component"); and (ii) 40% of the AO LTIP Units set forth in this award may be earned based on the Company's relative TSR as compared against the weighted average TSR of the S&P 500 Peer Group (as defined below) over the Performance Period (the "S&P 500 Peer TSR Component").]

[Self-Storage Peer TSR Component. The Self-Storage Peer TSR Component, weighted at [60%], may be earned as set forth in the table below:]

[3 Year Performance Period]	
[60% TSR vs. Self-Storage Weighted Average]	**Percentage of Award Earned**

[S&P 500 Peer TSR Component](#). The S&P 500 Peer TSR Component, weighted at [40%], may be earned as set forth in the table below:]

[3 Year Performance Period]	
[40% TSR vs. S&P 500 REITs Weighted Average]	**Percentage of Award Earned**

The number of AO LTIP Units that become Performance Earned Units hereunder, if any, shall be equal to the sum of (i) the number of AO LTIP Units that become earned pursuant to the [Self-Storage Peer TSR Component], if any, and (ii) the number of AO LTIP Units that become earned pursuant to the [S&P 500 Peer TSR Component], if any, rounded down to the nearest whole AO LTIP Unit. All determinations with respect to the number of AO LTIP Units that become earned hereunder, if any, shall be made by the Committee in its sole discretion.

Definitions. For purposes of the Agreement, the following terms shall have the meanings set forth below.

- [“TSR” means the cumulative total growth rate, expressed as a percentage and rounded to the nearest one decimal point, in the value of a share of the applicable company’s common stock from the closing price on the business day immediately preceding the first day of the Performance Period to the closing price on the last day of the Performance Period due to stock appreciation and dividends, assuming dividends are reinvested in common stock over the Performance Period. The weighted average TSR of a group of

companies shall be based on their respective market capitalizations as of the business day immediately preceding the first day of the Performance Period.]

- [“Self-Storage Peer Group” means [ ]. In the event one or more of these companies ceases to be traded on a national securities exchange or undergoes an extraordinary change in its operations, the Committee may adjust the composition of the Self-Storage Peer Group to the extent it determines it is equitable to do so.]

- [“S&P 500 Peer Group” means any REIT that is included in the S&P 500 for the entirety of the Performance Period.]

3. The Award and any AO LTIP Units which may be earned under the Award are subject to the terms and conditions set forth in this Award Certificate, the Plan, the Agreement, and the Partnership’s partnership agreement (the “Partnership Agreement”). All terms and provisions of the Plan, the Agreement and the Partnership Agreement, as the same may be amended from time to time, are incorporated and made part of this Award Certificate. If any provision of this Award Certificate is in conflict with the terms of the Plan, the Agreement, or the Partnership Agreement then the terms of the Plan, the Agreement or the Partnership Agreement, as applicable, shall govern. The Participant hereby expressly acknowledges receipt of a copy of the Plan, the Agreement and the Partnership Agreement.

* * * * *

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

PUBLIC STORAGE

By:_____________________________
Name:
Title:

PARTICIPANT

____
Name:

PUBLIC STORAGE OP, L.P.

By: PSOP GP, LLC, its general partner

By: _________________________
Name:
Title:

Exhibit 31.1

RULE 13A – 14(a) CERTIFICATION

I, Joseph D. Russell, Jr., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Public Storage;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Joseph D. Russell, Jr.

Name: Joseph D. Russell, Jr.
Title: President and Chief Executive Officer
Date: October April 30, 2023 2024

Exhibit 31.2

RULE 13A – 14(a) CERTIFICATION

I, H. Thomas Boyle, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Public Storage;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ H. Thomas Boyle

Name:	H. Thomas Boyle
Title:	Senior Vice President, Chief Financial and Investment Officer
Date:	October April 30, 2023 2024

Exhibit 32

SECTION 1350 CERTIFICATION

In connection with the Quarterly Report on Form 10-Q of Public Storage (the "Company") for the quarter ended September 30, 2023 March 31, 2024, as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), Joseph D. Russell, Jr., as Chief Executive Officer and President of the Company and H. Thomas Boyle, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley"), that:

(1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Joseph D. Russell, Jr.

Name:	Joseph D. Russell, Jr.
Title:	President and Chief Executive Officer
Date:	October April 30, 2023 2024

/s/ H. Thomas Boyle

Name:	H. Thomas Boyle
Title:	Senior Vice President, Chief Financial and Investment Officer
Date:	October April 30, 2023 2024

This certification accompanies the Report pursuant to §906 of Sarbanes-Oxley and shall not, except to the extent required by Sarbanes-Oxley, be deemed filed by the Company for purposes of §18 of the Exchange Act.

A signed original of this written statement required by §906 of Sarbanes-Oxley has been provided to the Company, and will be retained and furnished to the SEC or its staff upon request.

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