

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

SCHEDULE TO
(Amendment No. 1)

**TENDER OFFER STATEMENT UNDER SECTION 14(D)(1) OR 13(E)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934**

**EXTRA SPACE STORAGE INC.
EXTRA SPACE STORAGE LP**
(Name of Subject Companies)

Extra Space Storage LP, as Issuer, and Extra Space Storage Inc., as Guarantor
(Names of Filing Persons (identifying status as offeror, issuer or other person))

3.125% Exchangeable Senior Notes due 2035
(Title of Class of Securities)

30225VAD9
(CUSIP Number of Class of Securities)

Joseph D. Margolis
Chief Executive Officer
2795 East Cottonwood Parkway, Suite 300
Salt Lake City, Utah 84121
(801) 365-4600

(Name, address, and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)

Copy to:

Craig M. Garner, Esq.
Latham & Watkins LLP
12670 High Bluff Drive
San Diego, CA 92130
(858) 523-5400

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$575,000,000.00	\$74,635.00

* Calculated solely for purposes of determining the filing fee. The purchase price of the 3.125% Exchangeable Senior Notes due 2035 (the "Notes"), as described herein, is 100% of the principal amount of the Notes. As of August 20, 2020, there was \$575,000,000.00 aggregate principal amount of Notes outstanding, resulting in an aggregate maximum purchase price of \$575,000,000.00.

** Previously paid. The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and equals \$129.80 for each \$1,000,000 of the value of the transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$74,635.00

Filing Parties: Extra Space Storage LP and
Extra Space Storage Inc.

Form or Registration No.: Schedule TO

Date Filed: August 21, 2020

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

Check the appropriate boxes below to designate any transactions to which the statement relates:

- Third-party tender offer subject to Rule 14d-1.
- Issuer tender offer subject to Rule 13e-4.
- Going-private transaction subject to Rule 13e-3.
- Amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

INTRODUCTORY STATEMENT

This Amendment No. 1 amends the Tender Offer Statement on Schedule TO originally filed with the Securities and Exchange Commission on August 21, 2020 (the “**Schedule TO**”), by Extra Space Storage LP, a Delaware limited partnership (the “**Company**”), and Extra Space Storage Inc., a Maryland corporation (the “**Guarantor**”). This Amendment No. 1 and the Schedule TO relate to the right of each holder (the “**Holder**”) of the Company’s 3.125% Exchangeable Senior Notes due 2035 (the “**Notes**”) to sell, and the obligation of the Company to purchase, the Notes, as set forth in the Company’s Issuer Repurchase Notice to Holders of 3.125% Exchangeable Senior Notes due 2035, dated August 21, 2020, filed as an exhibit to the Schedule TO (as amended or supplemented from time to time, the “**Put Option**”).

This Amendment No. 1 includes only the items in the Schedule TO that are being amended. Specifically, this Amendment No. 1 updates the Exchange Rate (as defined in the Put Option) and adds the form of Selling Securityholder Notice and Questionnaire as an exhibit to the Schedule TO. Unaffected items are not included herein. Except as specifically set forth herein, including in the Redemption Notice, this Amendment No. 1 does not modify any of the information previously reported in the Schedule TO. You should read this Amendment No. 1 together with the Schedule TO and exhibits thereto.

This Amendment No. 1 and the Schedule TO are intended to satisfy the disclosure requirements of Rule 13e-4(c)(2) under the Securities Exchange Act of 1934, as amended.

Items 1 through 9.

The information set forth in the Put Option under the heading “2.4. *Exchange Rights of the Notes.*” is hereby amended and restated in its entirety as follows:

2.4 Exchange Rights of the Notes. Holders of the Notes have the right to exchange their Notes in certain circumstances, including during an open exchange period from, and including, July 1, 2020 to the close of business on the business day immediately preceding October 1, 2020.

Holders that do not surrender their Notes for purchase pursuant to the Put Option will maintain the right to exchange their Notes into Common Stock, subject to the terms, conditions and adjustments specified in the Indenture and the Notes. Any Notes which are surrendered pursuant to the Put Option may be exchanged in accordance with the terms of the Indenture and the Notes only if such surrender has been validly withdrawn prior to 5:00 p.m., New York City time, on September 30, 2020, as described in Section 4 below.

As of September 11, 2020, the Notes were exchangeable at an Exchange Price of approximately \$91.16 per share and an Exchange Rate of 10.9694 shares of the Guarantor’s common stock per \$1,000 principal amount of Notes. However, on August 21, 2020, the Guarantor announced that its board of directors declared a quarterly dividend of \$0.90 per share of the Guarantor’s common stock, payable on September 30, 2020 to stockholders of record at the close of business on September 15, 2020. As a result, effective September 14, 2020, the Exchange Price has been adjusted based on the last reported sales price of the Guarantor’s common stock on September 11, 2020. The last reported sales price on September 11, 2020 was equal to \$111.19, which means the Exchange Price has been adjusted to be \$90.91 per share and the Exchange Rate has been adjusted to be 11.0001 shares of the Guarantor’s common stock per \$1,000 principal amount of Notes.

There are three ways to exchange your Notes:

- If your Notes are held by a broker, dealer, commercial bank, trust company or other nominee, you must contact such nominee if you desire to surrender your Notes and instruct such nominee to exchange the Notes on your behalf through the transmittal procedures of DTC.
- If you are a DTC participant, you should exchange your Notes electronically through PTOP, subject to the applicable procedures of PTOP.
- While the Trustee has informed us that there are currently no certificated Notes in non-global form, in the event that after the date hereof physical certificates evidencing the Notes are issued to a Holder other than DTC or its nominee, any such Holder who desires to exchange Notes pursuant to their exchange right and holds physical certificates evidencing such Notes must complete and sign a notice of exchange in the form attached hereto as Annex B (an “**Exchange Notice**”) in accordance with the instructions set forth therein, have the signature thereon guaranteed and deliver such manually signed Exchange Notice, together with the certificates evidencing the Notes being Exchanged and all necessary endorsements, to Wells Fargo Bank, National Association, as the exchange agent.

Generally, upon exchange, we will pay cash up to the aggregate principal amount of the Notes to be exchanged and pay or deliver, as the case may be, cash, shares of the Guarantor’s common stock or a combination of cash and shares of Guarantor common stock, at our election, in respect of the remainder, if any, of our exchange obligation in excess of the aggregate principal amount of the Notes being exchanged.

During the current open exchange period, we will settle our exchange obligation in excess of the aggregate principal amount entirely in shares of the Guarantor’s common stock. On May 15, 2019, we filed a registration on Form S-3 (File No. 333-231506) (the “**Resale Registration Statement**”), which became effective automatically upon filing, and related prospectus supplements related to the resale Guarantor’s common stock issuable upon exchange of the Notes. Shares of the Guarantor’s common stock, if any, issued upon exchange will bear a legend set forth in the Indenture restricting transfers. Holders may resell such shares of Guarantor’s common stock to the extent they are named in the Resale Registration

Statement. Holders of Notes can be named in the Resale Registration Statement by following the procedures set forth in the Registration Rights Agreement, dated September 21, 2015, among the Company, the Guarantor, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, including providing a Notice and Questionnaire in the form attached as Exhibit (a)(1)(C) to the Schedule TO.

Item 12. Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
(a)(1)(A)	<u>Issuer Repurchase Notice to Holders of 3.125% Exchangeable Senior Notes due 2035, dated August 21, 2020, including form of Repurchase Notice and form of Withdrawal Notice (incorporated by reference to Exhibit (a)(1)(A) to the Tender Offer Statement on Schedule TO filed on August 21, 2020).</u>
(a)(1)(B)	<u>IRS Form W-9 (incorporated by reference to Exhibit (a)(1)(A) to the Tender Offer Statement on Schedule TO filed on August 21, 2020).</u>
(a)(1)(C)	<u>Form of Selling Securityholder Notice and Questionnaire.</u>
(b)(1)	<u>Amended and Restated Credit Agreement, dated as of December 7, 2018, by and among Extra Space Storage Inc., Extra Space Storage LP, U.S. Bank National Association, as administrative agent, certain other financial institutions acting as syndication agents, documentation agents and lead arrangers and book runners, and certain lenders party thereto (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on December 10, 2018).</u>
(b)(2)	<u>Amendment No. 1, dated as of July 1, 2019, to the Amended and Restated Credit Agreement, dated as of December 7, 2018, by and among Extra Space Storage Inc., Extra Space Storage LP, U.S. Bank National Association, as administrative agent, certain other financial institutions acting as syndication agents, documentation agents and lead arrangers and book runners, and certain lenders party thereto (incorporated by reference to Exhibit 10.1 of Form 8-K filed on July 8, 2019).</u>
(b)(3)	<u>Amendment No. 2, dated as of December 20, 2019, to the Amended and Restated Credit Agreement, dated as of December 7, 2018, by and among Extra Space Storage Inc., Extra Space Storage LP, U.S. Bank National Association, as administrative agent, certain other financial institutions acting as syndication agents, documentation agents and lead arrangers and book runners, and certain lenders party thereto (incorporated by reference to Exhibit (b)(3) to the Tender Offer Statement on Schedule TO filed on August 21, 2020).</u>
(b)(4)	<u>Credit Agreement, dated as of June 17, 2020, by and among Extra Space Storage Inc., Extra Space Storage LP, U.S. Bank National Association, as administrative agent, certain other financial institutions acting as documentation agents and lead arrangers and book runners, and certain lenders party thereto (incorporated by reference to Exhibit (b)(4) to the Tender Offer Statement on Schedule TO filed on August 21, 2020).</u>

(d)(1) [Indenture, dated September 21, 2015, among Extra Space Storage LP, as issuer, Extra Space Storage Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, including the form of 3.125% Exchangeable Senior Notes due 2035 and the form of guarantee \(incorporated by reference to Exhibit 4.1 of Form 8-K filed on September 21, 2015\).](#)

(g) None.

(h) None.

SIGNATURES

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

Date: September 14, 2020

EXTRA SPACE STORAGE INC.

By: /s/ Gwyn G. McNeal

Name: Gwyn G. McNeal

Title: Executive Vice President and Chief Legal Officer

EXTRA SPACE STORAGE LP

By: ESS Holdings Business Trust I,
its General Partner

By: /s/ Gwyn G. McNeal

Name: Gwyn G. McNeal

Title: Trustee

FORM OF SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE

The undersigned beneficial holder of 3.125% Exchangeable Senior Notes due 2035 (the “**Notes**”) of Extra Space Storage LP or common stock, par value \$0.01 per share, of Extra Space Storage Inc. (the “**Company**”), issuable on exchange of the Notes (the “**Registrable Securities**”), understands that the Company has filed or intends to file with the SEC a registration statement (the “**Shelf Registration Statement**”) for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the “**Securities Act**”), of the Registrable Securities in accordance with the terms of the Registration Rights Agreement, to be dated as of September 21, 2015 (the “**Registration Rights Agreement**”), among the Company, Extra Space Storage LP and the Initial Purchasers named therein. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Registration Rights Agreement.

Each beneficial owner of Registrable Securities is entitled to the benefits of the Registration Rights Agreement. In order to sell or otherwise dispose of any Registrable Securities pursuant to the Shelf Registration Statement, a beneficial owner of Registrable Securities generally will be required to be named as a selling Securityholder in the related prospectus, deliver a prospectus to purchasers of Registrable Securities and be bound by those provisions of the Registration Rights Agreement applicable to such beneficial owner (including certain indemnification provisions as described below). Beneficial owners are encouraged to complete, execute and deliver this Notice and Questionnaire prior to the effectiveness of the Shelf Registration Statement so that such beneficial owners may be named as selling Securityholders in the related prospectus at the time of effectiveness. Any beneficial owner of Registrable Securities wishing to include its Registrable Securities must deliver to the Company a properly completed and signed Selling Securityholder Notice and Questionnaire.

Certain legal consequences arise from being named as selling Securityholders in the Shelf Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling Securityholder in the Shelf Registration Statement and the related prospectus.

Notice

The undersigned beneficial owner (the “**Selling Securityholder**”) of Registrable Securities hereby gives notice to Extra Space Storage Inc. of its intention to sell or otherwise dispose of Registrable Securities beneficially owned by it and listed below in Item 3(b) pursuant to the Shelf Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, understands that it will be bound by the terms and conditions of this Notice and Questionnaire and the Registration Rights Agreement.

Pursuant to the Registration Rights Agreement, the undersigned has agreed to indemnify and hold harmless the Company, Extra Space Storage LP and each of their respective directors and officers and each person, if any, who controls the Company or Extra Space Storage LP within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), from and against some losses arising in connection with statements concerning the undersigned made in the Shelf Registration Statement or the related prospectus in reliance upon the information provided in this Notice and Questionnaire.

The undersigned hereby provides the following information to Extra Space Storage Inc. and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

1. (a) Full Legal Name of Selling Securityholder:

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities listed in Item (3) below are held:

(c) Full Legal Name of DTC Participant (if applicable and if not the same as (b) above) through which Registrable Securities listed in Item (3) below are held:

2. Address for Notices to Selling Securityholder:

Telephone:

Fax:

Email address:

Contact Person:

3. Beneficial Ownership of Registrable Securities:

Except as set forth below in this Item (3), the undersigned Selling Securityholder does not beneficially own any Registrable Securities.

(a) Number of shares of Registrable Securities (as defined in the Registration Rights Agreement) beneficially owned:

(b) Number of shares of the Registrable Securities which the undersigned wishes to be included in the Shelf Registration Statement:

4. Beneficial Ownership of other Extra Space Storage Inc. securities owned by the Selling Securityholder:

Except as set forth below in this Item (4), the undersigned is not the beneficial or registered owner of any securities of Extra Space Storage Inc. other than the Registrable Securities listed above in Item (3).

(a) Type and amount of other securities beneficially owned by the Selling Securityholder:

(b) CUSIP No(s). of such other securities beneficially owned:

5. Relationship with Extra Space Storage Inc.:

(a) Have you or any of your affiliates, officers, directors or principal equity holders (owners of (5% or more of the equity securities of the Selling Securityholder) held any position or office or have you had any other material relationship with the Company (or its predecessors or affiliates) within the past three years.

Yes.

No.

(b) If so, please state the nature and duration of your relationship with the Company:

6. (a) Broker-Dealer Status

Is the Selling Securityholder a broker-dealer registered pursuant to Section 15 of the Exchange Act?

Yes.

No.

Note that we will be required to identify any registered broker-dealer as an underwriter in the prospectus.

If so, please answer the remaining questions in this section.

If the Selling Securityholder is a registered broker-dealer, please indicate whether the Selling Securityholder purchased its Registrable Securities for investment or acquired them as transaction-based compensation for investment banking or similar services.

If the Selling Securityholder is a registered broker-dealer and received its Registrable Securities other than as transaction-based compensation, the Company is required to identify you as an underwriter in the Shelf Registration Statement and related Prospectus.

(b) Affiliation with Broker-Dealers:

Is the Selling Securityholder an affiliate of a registered broker-dealer? For purposes of this Item 5(b), an “affiliate” of a specified person or entity means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity specified.

Yes.

No.

If so, please answer the remaining questions in this section.

(i) Please describe the affiliation between the Selling Securityholder and any registered broker-dealers:

(ii) If the Notes were purchased by the Selling Securityholder other than in the ordinary course of business, please describe the circumstances:

(iii) If the Selling Securityholder, at the time of its purchase of Registrable Securities, has had any agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities, please describe such agreements or understandings:

Note that if the Selling Securityholder is an affiliate of a broker-dealer and did not purchase its notes in the ordinary course of business or at the time of the purchase had any agreements or understandings, directly or indirectly, to distribute the securities, we must identify the Selling Securityholder as an underwriter in the prospectus.

7. Nature of Beneficial Holding. *The purpose of this question is to identify the ultimate natural person(s) or publicly held entity that exercise(s) sole or shared voting or dispositive power over the Registrable Securities.*

(a) Is the Selling Securityholder a natural person?

Yes.

No.

(b) Is the Selling Securityholder required to file, or is it a wholly owned subsidiary of a company that is required to file, periodic and other reports (for example, Forms 10-K, 10-Q, 8-K) with the Securities and Exchange Commission pursuant to Section 13(a) or 15(d) of the Exchange Act?

Yes.

No.

(c) State whether the Selling Securityholder is an investment company, or a subsidiary of an investment company, registered under the Investment Company Act of 1940, as amended:

Yes.

No.

If a subsidiary, please identify the publicly held parent entity:

If you answered “No” to questions (a), (b) and (c) above, please identify the controlling person(s) of the Selling Securityholder (the “**Controlling Entity**”). If the Controlling Entity is not a natural person or a publicly held entity, please identify each controlling person(s) of such Controlling Entity. This process should be repeated until you reach natural persons or a publicly held entity that exercise sole or shared voting or dispositive power over the Registrable Securities:

***** PLEASE NOTE THAT THE SECURITIES AND EXCHANGE COMMISSION REQUIRES THAT THESE NATURAL PERSONS BE NAMED IN THE PROSPECTUS *****

If you need more space for this response, please attach additional sheets of paper. Please be sure to indicate your name and the number of the item being responded to on each such additional sheet of paper, and to sign each such additional sheet of paper before attaching it to this Notice and Questionnaire. Please note that you may be asked to answer additional questions depending on your responses to the above questions.

8. Plan of Distribution:

Except as set forth below, the undersigned (including its donees or pledgees) intends to distribute the Registrable Securities listed above in Item (3) pursuant to the Shelf Registration Statement only as follows (if at all): such Registrable Securities may be sold from time to time directly by the undersigned or alternatively through underwriters, broker-dealers or agents. If the Registrable Securities are sold through underwriters, broker-dealers or agents, the Selling Securityholder will be responsible for underwriting discounts or commissions or agent’s commissions. Such Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve crosses or block transactions) (i) on any national securities exchange or quotation service on which the Registrable Securities may be listed or quoted at the time of sale, (ii) in the over-the-counter market, (iii) in transactions otherwise than on such exchanges or services or in the over-the-counter market or (iv) through the writing of options. The Selling Securityholder may pledge or grant a security interest in some or all of the Registrable Securities owned by it and, if it defaults in the performance of its secured obligations, the pledgees or secured parties may offer and sell the Registrable Securities from time to time pursuant to the prospectus. The Selling Securityholder also may transfer and donate shares in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling Securityholder for purposes of the prospectus.

State any exceptions here:

Note: In no event may such method(s) of distribution take the form of an underwritten offering of the Registrable Securities without the prior agreement of Extra Space Storage Inc.

The Company hereby advises each selling securityholder of the following Interpretation A.65 of the July 1997 SEC Manual of Publicly Available Telephone Interpretations regarding short selling:

“An issuer filed a Form S-3 registration statement for a secondary offering of common stock which is not yet effective. One of the selling shareholders wanted to do a short sale of common stock “against the box” and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be made before the registration statement becomes effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date.”

By returning this Notice and Questionnaire, the selling securityholder will be deemed to be aware of the foregoing interpretation.

9. Securities Received From Named Selling Securityholder:

Did the Selling Securityholder receive its Registrable Securities listed above in Item 3 as a transferee from selling securityholder(s) previously identified in the Shelf Registration Statement?

Yes.

No.

If so, please answer the remaining questions in this section.

- (i) Did the Selling Securityholder receive such Registrable Securities listed above in Item (3) from the named selling securityholder(s) prior to the effectiveness of the Shelf Registration Statement?
- Yes.
- No.
- (ii) Identify below the name(s) of the selling securityholder(s) from whom the Selling Securityholder received the Registrable Securities listed above in Item (3) and the date on which such securities were received.

The undersigned acknowledges that it understands its obligation to comply with the provisions of the Exchange Act and the rules thereunder relating to stock manipulation, particularly Regulation M thereunder (or any successor rules or regulations), in connection with any offering of Registrable Securities pursuant to the Shelf Registration Statement. The undersigned agrees that neither it nor any person acting on its behalf will engage in any transaction in violation of such provisions.

The Selling Securityholder hereby acknowledges its obligations under the Registration Rights Agreement to indemnify and hold harmless certain persons set forth therein.

Pursuant to the Registration Rights Agreement, Extra Space Storage Inc. and Extra Space Storage LP have agreed under certain circumstances to indemnify the Selling Securityholders against certain liabilities.

In accordance with the undersigned's obligation under the Registration Rights Agreement to provide such information as may be required by law for inclusion in the Shelf Registration Statement, the undersigned agrees to provide any additional information Extra Space Storage Inc. may reasonably request and to promptly notify Extra Space Storage Inc. of any inaccuracies or changes in the information provided that may occur at any time while the Shelf Registration Statement remains effective. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing by hand-delivery, first-class mail, or air courier guaranteeing overnight delivery as follows:

To the Company: Extra Space Storage Inc.
 2795 E. Cottonwood Parkway, Suite 300
 Salt Lake City, UT 84121
 Attention: Corporate Legal Counsel

In the event any Selling Securityholder transfers all or any portion of the Registrable Securities listed in Item 3 above after the date on which such information is provided to Extra Space Storage Inc., the Selling Securityholder will notify the transferee(s) at the time of transfer of its rights and obligations under this Notice and Questionnaire and the Registration Rights Agreement.

By signing this Notice and Questionnaire, the undersigned consents to the disclosure of the information contained herein in its answers to items (1) through (7) above and the inclusion of such information in the Shelf Registration Statement, the related prospectus and any state securities or Blue Sky applications. The undersigned understands that such information will be relied upon by Extra Space Storage Inc. without independent investigation or inquiry in connection with the preparation or amendment of the Shelf Registration Statement, the related prospectus and any state securities or Blue Sky applications.

Once this Notice and Questionnaire is executed by the Selling Securityholder and received by Extra Space Storage Inc., the terms of this Notice and Questionnaire and the representations and warranties contained herein shall be binding on, shall inure to the benefit of, and shall be enforceable by the respective successors, heirs, personal representatives and assigns of Extra Space Storage Inc. and the Selling Securityholder with respect to the Registrable Securities beneficially owned by such Selling Securityholder and listed in Item (3) above. This Notice and Questionnaire shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts-of-laws provisions thereof.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its authorized agent.

Dated:

Beneficial Owner:

By: _____

Name: _____

Title: _____

Please return the completed and executed notice and questionnaire to:

Extra Space Storage Inc.
2795 E. Cottonwood Parkway, Suite 300 Salt
Lake City, UT 84121
Attention: Corporate Legal Counsel

[Signature Page to Selling Securityholder Notice and Questionnaire]