

**Second Supplement
to the Confidential Private Placement Memorandum of
Go Store It Hampton DST dated March 14, 2023
(Dated March 31, 2024)**

This Second Supplement (this “**Second Supplement**”) modifies and supplements the Confidential Private Placement Memorandum of Go Store It Hampton DST, a Delaware statutory trust (the “**Trust**”) dated March 14, 2023 (the “**Memorandum**”), as modified and supplemented by that certain First Supplement to the Memorandum dated August 25, 2023 (the “**First Supplement**”). This Second Supplement modifies and supplements certain information contained in the Memorandum and the First Supplement and should be read in its entirety, in conjunction with, and not in lieu of, the Memorandum or the First Supplement. Any statement contained in the Memorandum or the First Supplement, including the exhibits thereto, will be deemed to be modified and/or superseded only to the extent indicated herein. To the extent any statement contained in this Second Supplement is inconsistent with any statement in the Memorandum or the First Supplement, such statement in this Second Supplement shall be deemed to have superseded such statement in the Memorandum or the First Supplement. Terms with initial capitals not otherwise defined in this Second Supplement have the meanings set forth in the Memorandum or the First Supplement.

This Second Supplement only reflects changes to the Memorandum and the First Supplement. You should read the Memorandum and the First Supplement in their entirety before investing in an Interest.

Extension of Offering Termination Date

The Manager has extended the Offering Termination Date to September 2, 2024.

Sponsor Payment of Selling Commissions and Expenses and Organizational and Offering Expenses

The Sponsor has agreed to pay (i) a portion of the Selling Commissions and Expenses in an amount of up to approximately 7% of the Gross Proceeds, in the Sponsor’s sole discretion. Any such additional Selling Commissions and Expenses shall be paid by the Sponsor and will not be reimbursed by the Trust or paid out of Gross Proceeds and (ii) all Organizational and Offering Expenses shall be paid by the Sponsor on behalf of the Trust.

The cover page of the Memorandum has been modified as highlighted in bold below:

100 Class 1 Beneficial Ownership Interests at **\$138,000** per Interest (a 1% Interest in the Trust)
Minimum Purchase: 0.67% Interest (\$100,000 of equity)
Maximum Offering Amount: **\$13,800,000** of Interests

Go Store It Hampton DST is a new Delaware statutory trust (the “Trust”) formed on February 21, 2023 pursuant to a Trust Agreement dated as of February 21, 2023 (the “Trust Agreement”). The Trust acquired that certain property on 24.90 acres consisting of an approximately 55,908 square foot self-storage property containing 592 storage units and related facilities commonly known as Go Store It – Hampton Roads located at 5200 West Mercury Blvd., Newport News, VA 23605 (collectively, the “Property”). Go Store It Hampton, LLC, a Delaware limited liability company (the “Depositor”), which is wholly owned by Madison 1031 Exchange, LLC, a Delaware limited liability company (the “Sponsor” or “Madison”), is the present owner of the Trust. Go Store It Hampton ST, LLC, a Delaware limited liability company (the “Signatory Trustee”), which is wholly owned by the Sponsor, has been appointed to manage the Trust pursuant to the Trust Agreement. This Memorandum should be read in its entirety before making an investment decision.

The Trust is hereby offering (this “Offering”) to prospective Accredited Investors (as hereinafter defined) (“Investors”) 100 newly-issued Class 1 beneficial ownership interests (the “Interests”) in the Trust at **\$138,000** per Interest, pursuant to the terms of this confidential private placement memorandum, including

all exhibits attached hereto and any supplements (this “Memorandum”). The Trust will offer and sell the Interests until the earlier of **\$13,800,000** (the “Maximum Offering Amount”) of Interests are sold or until 12 months after the Closing Date (as defined below) which date may be extended for an additional six months period (at the discretion of the Signatory Trustee) (the “Offering Termination Date”).

The Trust acquired the Property on March 2, 2023 (the “Closing Date”) for a purchase price of \$12,000,000 from Go Store It Hampton, LLC, a Virginia limited liability company and an Affiliate of the Sponsor (the “Seller”). See “Conflicts of Interest.” The Property is owned 100% by the Trust.

The Trust will sell beneficial interests in the Property to the Investors in Interests. The difference between the purchase price for the Property and the **\$13,800,000** purchase price for the Interests (the “Purchase Price”), which consists of **\$13,800,000** in equity, and includes accountable reserves, transaction costs, legal fees, Offering costs, real estate and short-term financing costs (some of which are being paid to Affiliates of the Sponsor), acquisition fee to the Sponsor, Selling Commissions (as defined below), due diligence allowances, and related expenses.

The Trust is a passive owner of the Property and will not be involved in any manner in the active management of the Property. Concurrently with the acquisition of the Property, the Trust entered into a Master Lease Agreement (the “Master Lease”) with Go Store It Hampton MT, LLC, a Delaware limited liability company (the “Master Lessee”), which is wholly owned by the Sponsor, under which the Master Lessee will pay rent to the Trust and sublease the Property to the various self-storage and other facilities tenants (collectively, the “Tenants”). Prior to any Disposition (as defined below) of the Property by the Trust, the rent paid to the Trust by the Master Lessee is the Trust’s sole source of income and the sole source of funds available to make any monthly cash distributions to holders of Interests (individually, an “Owner,” and collectively, the “Owners”). The Property and the rights under the Master Lease are the significant non-cash assets of the Trust.

The proceeds of this Offering will be used by the Trust to pay commissions, costs, fees, and expenses relating to the acquisition of the Property and this Offering, as well as to redeem, on a one-for-one basis, the 100 Class 2 beneficial ownership interests in the Trust issued to the Sponsor on formation of the Trust (which Class 2 interests are currently the only outstanding ownership interests in the Trust). None of the Sponsor or its Affiliates will own any Class 1 interests and upon the sale of all the Interests, no Class 2 interests will remain outstanding. The Trust will not close this Offering until all the Interests are sold and all the Class 2 interests are redeemed (or until the offering termination date, as set forth below). Within 12 months of the Closing Date, which date may be extended for an additional six months period (at the discretion of the Signatory Trustee), any unissued Class 1 interests must be sold to third parties unrelated to the Sponsor or any Class 2 interests remaining outstanding must be contributed to the Trust in favor of the Class 1 beneficial owners for no additional consideration.

An investment in the Interests is highly speculative and involves substantial risks. Owners must be prepared to bear the economic risk of an investment in the Interests for an indefinite period of time and be able to withstand a total loss of their investment. See “Who May Invest” and “Risk Factors” below.

These securities have not been approved or disapproved by the U.S. Securities and Exchange Commission (“SEC”) or the securities regulatory authority of any state, nor has the SEC or any securities regulatory authority of any state passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is a criminal offense.

These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933, as amended (the “Securities Act” or “Act”) and applicable state securities laws, pursuant to registration or exemption therefrom. In addition, the Interests may only be transferred in compliance with the Trust Agreement. Owners should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

The main goals of the Trust are to (i) operate and hold the Properties pursuant to the Master Lease; (ii) preserve the capital investment of the Owners; (iii) realize income through the ownership and eventual

sale, disposition, transfer, merger to facilitate a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the “Code”) or an exchange roll-up transaction pursuant to Section 721 of the Code with respect to the Property (collectively, a “Disposition”); (iv) make monthly distributions to the Owners from cash generated by the Property; and (v) take only such other actions as the Signatory Trustee deems necessary to carry out the foregoing. The Trust currently estimates monthly distributions to be in an amount sufficient to provide the following approximate estimated annualized cash flow returns on the Owners’ investment:

- (i) **4.35%** in year one;
- (ii) **4.49%** in year two;
- (iii) **4.60%** in year three;
- (iv) **4.74%** in year four;
- (v) **4.88%** in year five;
- (vi) **5.03%** in year six;
- (vii) **5.11%** in year seven;
- (viii) **5.19%** in year eight;
- (ix) **5.28%** in year nine; and
- (x) **5.37%** in year 10.

However, there is no assurance that the Trust will be able to meet any of the above goals, including as to the manner, amount and timing of any distributions to Owners, as any such distributions will depend on actual income earned by the Trust. The Trust’s objective is to maximize value to Owners through a portfolio aggregation and sale, transfer, or merger enabling the facilitation of either a tax-deferred exchange pursuant to Code Section 1031, or a financing and exchange roll-up transaction pursuant to Section 721 of the Code (refer to the “Exit Strategy” section of this Memorandum), at the discretion of the individual DST investor. There is no assurance that the Trust’s exit strategy objectives will be met.

This Memorandum describes the key features of this Offering, including a description of a number of risks relating to an investment in the Interests. You should carefully read this entire Memorandum before you decide to invest. If you are considering an investment in the Interests for purposes of an exchange designed to comply with Code Section 1031, you should consult with your own tax advisor about this Offering’s tax aspects and your individual situation. No representation or warranty of any kind is made with respect to the treatment of the Interests by the Internal Revenue Service (the “IRS”). The use of a Delaware statutory trust structure for this type of investment is a relatively recent development. The Trust is different from traditional investment vehicles in many aspects and due to its structure, the structure of this Offering. You should also be aware that certain conflicts of interest may arise by and among the Owners and the Trust, the Sponsor, the Signatory Trustee, the Property Manager, the Master Lessee and their Affiliates.

In order to subscribe for Interests, prospective Investors will be required to (i) sign the Purchase Agreement, a copy of which is attached hereto as Exhibit B (“**Purchase Agreement**”); (ii) complete and sign the Subscription Agreement, a copy of which is attached hereto as Exhibit C (“**Subscription Agreement**”); and (iii) pay the full purchase price for their Interests, which payment will be held in the Trust’s bank account until acceptance by the Signatory Trustee, in its sole discretion, of that subscription. The Trust has not set a minimum offering amount for this Offering. All proceeds from the sale of Interests will be delivered directly to the Trust’s operating account and be available for immediate use by the Trust at its discretion.

SUMMARY OF THE OFFERING

The Summary of the Offering Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

Interests Offered:

The Trust is offering 100 Interests at **\$138,000** per Interest. The minimum purchase is a 0.67% Interest (\$100,000 of equity), although the Signatory Trustee may waive or lower the minimum purchase requirement in its sole discretion. See “Plan of Distribution” and “Description of Interests.”

Offering Termination Date:

The Trust will offer Interests until the earlier of (i) **\$13,800,000** of Interests are sold or (ii) until 12 months after the Closing Date, which date may be extended for an additional six months period (at the discretion of the Signatory Trustee) (the “Offering Termination Date”).

Signatory Trustee Compensation:

The Signatory Trustee will receive the following compensation for its services from the Trust’s cash from operations:

(1) The Signatory Trustee will receive an annual asset management fee of \$40,000. It is anticipated that the Signatory Trustee will assist in marketing and selling the Property, and thus, if the Signatory Trustee provides such services, and if upon a Disposition of the Property the gross proceeds of any Disposition including the return of any reserves are in excess of **\$13,800,000** (in cash or in kind), the Signatory Trustee will be entitled to receive a fee equal to 4.0% of the gross proceeds of any such Disposition of the Property pursuant to the Trust Agreement, with such amount to be in addition to any payments to unrelated third-party real estate brokers that the Trust hires to sell the Property and any payments to buyer’s brokers. See “The Trust and Summary of the Trust Agreement,” “Compensation of the Sponsor, the Signatory Trustee and their Affiliates.”

Acquisition:

On the Closing Date, the Trust acquired the Property for a purchase price of \$12,000,000 from the Seller, which is an Affiliate of the Sponsor. See “Conflicts of Interest.” The Property is owned 100% by the Trust. The Trust will sell beneficial interests in the Property to the Investors in Interests. The difference between the purchase price for the Property and the **\$13,800,000** purchase price for the Interests (the “Purchase Price”), which consists of **\$13,800,000** in equity, and includes accountable reserves, transaction costs, legal fees, Offering costs, real estate and short-term financing costs (some of which are being paid to Affiliates of the Sponsor), acquisition fee to the Sponsor, Selling Commissions (as defined below), due diligence allowances, and related expenses.

BUSINESS PLAN

The Business Plan Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

The Trust’s Goals

The Trust expects to provide the Owners a return on their investment in two primary ways: (i) in the form of monthly cash distributions to the Owners; and (ii) upon any Disposition of the Property. See “Risk Factors – Disposition of the Property and the Termination of the Trust,” “The Trust and Summary of the Trust Agreement” and “The Summary of the Limited Liability Company Agreement.”

The Trust plans to begin making cash distributions to the Owners in the month after their respective subscription is accepted and continue these monthly distributions during the term of the Trust. The distributions will come from the Trust's cash from operations, which is to consist solely of the rent paid under the Master Lease. The Trust currently estimates monthly distributions to be in an amount sufficient to provide the following approximate estimated cash flow returns on the Owners' investment:

- (i) **4.35%** in year one;
- (ii) **4.49%** in year two;
- (iii) **4.60%** in year three;
- (iv) **4.74%** in year four;
- (v) **4.88%** in year five;
- (vi) **5.03%** in year six;
- (vii) **5.11%** in year seven;
- (viii) **5.19%** in year eight;
- (ix) **5.28%** in year nine; and
- (x) **5.37%** in year 10.

However, there is no assurance that the Trust will be able to meet these distributions or make any cash distributions at all. The manner, amount and timing of any distributions to Owners are dependent on the rent received by the Trust. The Trust's objective is to maximize value to Owners through a portfolio aggregation and sale, transfer, or merger to facilitate a tax-deferred exchange pursuant to Section 1031 of the Code, or exchange roll-up transaction pursuant to Section 721 of the Code (refer to the "Exit Strategy" section of this Memorandum). Prior to any Disposition of the Property by the Trust, the rent paid to the Trust by the Master Lessee is the Trust's sole source of income and the sole source of funds available to make any monthly cash distributions to the Owners. See "The Master Lessee and Summary of the Master Lease."

ESTIMATED USE OF PROCEEDS

The Estimated Use of Proceeds Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

The following table sets forth the estimated sources and uses of the Offering Proceeds. The table reflects the present intentions of the Sponsor and an unforeseen change of circumstances may require the Sponsor to modify the information set forth below. The Sponsor and its Affiliates will receive substantial compensation and fees in connection with the Offering and the Property, as described in this Memorandum. The amounts listed below are estimates by the Sponsor. See "COMPENSATION OF THE SPONSOR, THE SIGNATORY TRUSTEE AND AFFILIATES."

Source of Funds	Amount	% of Total Sources
Total Owner Equity	\$13,800,000	100.00%
Total Sources	\$13,800,000	100.00%
Use of Funds	Amount	% of Total Sources
<i>Costs of Acquisition</i>		
Total Acquisition Cost ⁽¹⁾	\$12,190,000	88.33%
Acquisition Fee ⁽²⁾	\$240,000	1.74%

Reserves for Operations and Asset Management ⁽³⁾	\$1,000,000	7.25%
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Total Acquisition Related Costs	\$13,430,000	97.32%
<i>Selling Commissions and Expenses</i>		
Selling Commissions and Broker-Dealer's Marketing and Due Diligence Allowance ⁽⁴⁾	\$0	0.00%
Managing Broker Dealer Fee ⁽⁵⁾	\$138,000	1.00%
Wholesaler Fees ⁽⁵⁾	\$207,000	1.50%
Third Party Due Diligence Reports ⁽⁶⁾	\$25,000	0.18%
Organizational & Offering Costs ⁽⁷⁾	\$0	0.00%
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Total Selling Commissions and Expenses	\$370,000	2.68%
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Total Uses	\$13,800,000	100.00%

Notes:

- (1) The purchase price of the Property is \$12,000,000 and the acquisition of the Property resulted in approximately \$190,000 of acquisition related costs which is made up of the following fees and expenses:
- \$40,000 in Phase 1 and Due Diligence expenses paid to third parties.
 - \$75,000 to reimburse the Sponsor on a nonaccountable basis for legal fees for real estate matters (leases, contracts, title/survey, due diligence, etc.), including the legal fees for local counsel required for closings with respect to the acquisition of the Property and for legal fees with respect to the Offering. The Sponsor will be responsible for any such fees in excess of these sums and will be entitled to retain any unused funds on a nonaccountable basis.
 - \$10,000 to reimburse the Sponsor on a nonaccountable basis for printing and mailing fees
 - \$15,000 to reimburse the Sponsor on a nonaccountable basis for third party reports, including, but not limited to, the appraisal, property condition report and survey and other due diligence expenses.
 - \$50,000 to reimburse the Sponsor on a nonaccountable basis for title insurance and other real estate transfer costs.
- (2) These funds will be used by the Trust to redeem 100% of the Sponsor's Class 2 interests on a proportionate basis. One Class 2 beneficial ownership interest will be redeemed in part for \$2,400 for each Class 1 beneficial ownership interest sold.
- (3) This amount includes the following: (i) **\$800,000** will be retained by the Trust on an accountable basis as a reserve to be used for future repairs and replacements at the Property and operational and asset management costs incurred in the course of managing the Property and the portfolio, including unreimbursed tax and insurance payments, and bank, accounting, tax, and filing fees incurred by Master Lessee on behalf of the Trust; (ii) \$100,000 in Master Lessee capital reserves; and (iii) \$100,000 in landlord capital reserves.
- (4) Offers and sales of Interests will be made on a "best efforts" basis by broker-dealers ("Broker-Dealers," collectively the "Selling Group") who are members of the Financial Industry Regulatory Authority, Inc. ("FINRA"). Coastal Equities, Inc., an Affiliate of the Sponsor ("Coastal"), will act as Managing Broker-Dealer and will receive Selling Commissions of 6% of the gross proceeds ("Gross Proceeds") of the Offering ("Selling Commissions") and a non-accountable marketing and

due diligence fee of 1% of the Gross Proceeds, each of which the Managing Broker-Dealer will reallocate to the Selling Group, **all of which shall be paid by the Sponsor on behalf of the Trust.**

- (5) The Managing Broker-Dealer will receive a managing broker-dealer fee of 1% of the Gross Proceeds and a wholesaling fee of 1.5% of the Gross Proceeds that may be reallocated to wholesalers. The total aggregate amount of commissions and expense reimbursements from the Gross Proceeds of the Offering (collectively, "Selling Commissions and Expenses") will not exceed **2.50%** of the Gross Proceeds. **In addition, the Sponsor has agreed to pay a portion of the Selling Commissions and Expenses in an amount up to approximately 7% of the Gross Proceeds, in the Sponsor's sole discretion. Any such additional Selling Commissions and Expenses shall be paid by the Sponsor and will not be reimbursed by the Trust or paid out of Gross Proceeds.** The Sponsor will be responsible for any Selling Commissions and Expenses in excess of these sums and will be entitled to retain any unused funds on a nonaccountable basis. The Sponsor may pay reduced Selling Commissions and Expenses or waive such sums with respect to Interests purchased by Affiliates and other persons. See "Plan of Distribution."
- (6) The Sponsor will be reimbursed on a nonaccountable basis for expenses incurred in connection with the Offering for third party due diligence costs. These costs include fees for review of the Offering to due diligence firms. In addition, these fees include site visit, inspection, and other review and diligence costs incurred as part of the acquisition of the properties. As part of this diligence, Sponsor has incurred costs including, but not limited to, sales reports, subscriptions for market research data, and demographic reports.
- (7) The Trust shall **not** pay **any** nonaccountable fee ~~of up to \$150,000 (approximately 1% of the Maximum Offering Amount)~~ to the Sponsor or third parties to pay for Organization and Offering Expenses of the Offering, including all expenses incurred in connection with the organization and formation of the Trust, the preparation of the offering materials (including legal fees), and the marketing and sale of the Interests, including, but not limited to, legal and accounting fees, blue sky filing fees, tax planning fees, promotional fees or expenses, printing costs, and other costs or expenses incurred in connection therewith. **All Organizational and Offering Expenses shall be paid by the Sponsor on behalf of the Trust**

RISK FACTORS

The Risk Factors Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

No Certainty of Distributions. While the Trust currently intends to make cash distributions to the Owners, there can be no assurance as to the manner, amount or timing of such distributions, including whether actual distributions will be sufficient to provide approximately the following estimated cash flow returns on the Owners' investment: (i) **4.35%** in year one; (ii) **4.49%** in year two; (iii) **4.60%** in year three; (iv) **4.74%** in year four; (v) **4.88%** in year five; (vi) **5.03%** in year six; (vii) **5.11%** in year seven; (viii) **5.19%** in year eight; (ix) **5.28%** in year nine; and (x) **5.37%** in year 10. However, there is no assurance that the Trust will be able to meet these distributions, or that such distributions will, in fact, be made at all. Distributions, if any, will be subject to costs, fees and expenses and the maintenance of reserves and may be restricted or suspended if the Signatory Trustee determines in its sole discretion it would be in the best interests of the Trust. The Signatory Trustee intends to distribute sufficient cash from activities of the Trust to enable the Owners to pay any tax imposed on any taxable income generated by the Trusts but there can be no guarantee that the Trust will be able to do so. To the extent the Signatory Trustee uses any reserves to pay distributions, the Trust may fully or partially deplete reserves needed for future contingencies.

Purchase Price for Interests in Excess of Appraised Value. The **\$13,800,000** aggregate purchase price for the Interests (including the down payment for the purchase of the Property and commissions, costs, fees and expenses relating to the acquisition of the Properties (including fees to Affiliates of the Sponsor) and this Offering) is in excess of the appraised value of the Properties of \$11,875,000 which appraised value was determined by appraisals obtained by the Sponsor and which cannot be relied upon by the Trust or the

Owners). As a result, if the Trust were to sell the Property, it is possible that the proceeds would be significantly lower than the Owners' investment. The Property will need to appreciate in value to return an Owner's investment upon resale. No assurance can be given that the Property will appreciate in value over the life of an investment in the Interests. Each prospective Investor must consult with their own legal, tax and business advisors concerning the validity and reasonableness of investing in an Interest.

Maximum Offering Amount May Not Be Raised. We are seeking gross proceeds from this Offering of **\$13,800,000**. There can be no assurances that the Maximum Offering Amount will be raised.

Determination of Interest Purchase Price. The purchase price of the Interests has been arbitrarily determined and is not the result of arm's length negotiations. It has been determined primarily by the capital needs and expenses of the Trust, the Sponsor, the Signatory Trustee, the Property Manager, the Master Lessee to acquire the Property and complete the Offering and is not the result of arm's-length negotiations. It bears no relationship to any established criteria of value such as book value or earnings per Interest or any combination thereof. The **\$13,800,000** aggregate purchase price for the Interests (including costs, fees and expenses relating to the acquisition of the Property (including fees to Affiliates of the Sponsor) and this Offering) will be substantially more than the price paid by the Trust to purchase the Property. Further, the price of the Interests is not based on past earnings of the Trust, nor does the price necessarily reflect the current market value for the Property.

ACQUISITION TERMS

The Acquisition Terms Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

Acquisition Terms

On the Closing Date, the Trust acquired the Property directly from its respective Seller. The Property is owned 100% by the Trust. The difference between the purchase price for the Property and the **\$13,800,000** purchase price for the Interests (the "Purchase Price"), which consists of **\$13,800,000** in equity, and includes accountable reserves, transaction costs, legal fees, Offering costs, real estate costs (some of which are being paid to Affiliates of the Sponsor), acquisition fee to the Sponsor, Selling Commissions (as defined below), due diligence allowances, and related expenses. In conjunction with the purchase of the Property, the Master Lessee became the lessor under the Tenants' lease.

Federal, state and local laws impose liability on a landowner for releases or the otherwise improper presence on the premises of hazardous substances. This liability is without regard to fault for, or knowledge of, the presence of such substances. A landowner may be held liable for hazardous materials brought onto the property before it acquired title and for hazardous materials that are not discovered until after it sells the property. Similar liability may occur under applicable state law. The Seller has made no representations and warranties in the Property Purchase Agreements regarding the presence or release of hazardous materials at or from the Property. The Trust acquired the Property on an "as is" basis. If losses arise from hazardous substance contamination that cannot be recovered from a responsible party, the financial viability of the Property may be substantially affected. In an extreme case, the Property may be rendered worthless or the Trust may be obligated to pay cleanup and other costs in excess of the value of the Property.

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COMPENSATION OF THE SPONSOR, THE SIGNATORY TRUSTEE AND THEIR AFFILIATES

The Compensation of the Sponsor, The Signatory Trustee and Their Affiliates Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

The following is a general description of the reimbursement and compensation that the Sponsor, the Signatory Trustee and their Affiliates currently expect to receive in connection with this Offering or the management of the Trust, including the Property. The Sponsor is the sole member of the Signatory Trustee, the Property Manager and the Master Lessee. The agreements between the Trust, the Sponsor and the Signatory Trustee are not the result of arm’s-length negotiations, and they should not be considered as such. Certain conflicts of interest may arise between these entities and the Owners. See “Conflicts of Interest.”

Form of Compensation	Description	Estimated Amount of Compensation
Offering and Organization Stage:		
Organizational & Offering Costs:	The Trust shall not pay any nonaccountable fee The Trust shall pay a nonaccountable fee of up to \$150,000 (approximately 1% of the Maximum Offering Amount) to the Sponsor or third parties to pay for Organization and Offering Expenses of the Offering, including all expenses incurred in connection with the organization and formation of the Trust, the preparation of the offering materials (including legal fees), and the marketing and sale of the Interests, including, but not limited to, legal and accounting fees, blue sky filing fees, tax planning fees, promotional fees or expenses, printing costs, and other costs or expenses incurred in connection therewith, which Organization and Offering Expenses shall be paid by the Sponsor on behalf of the Trust.	\$0. The maximum amount of reimbursement payments of Organization and Offering Expenses for which the Sponsor or an Affiliate incur will be \$150,000.
Liquidation:		
Disposition Fee:	It is anticipated that the Signatory Trustee will assist in marketing and selling the Property, and thus, if the Signatory Trustee provides such services, and if upon a Disposition of the Property the gross proceeds of any Disposition including the return of any reserves are in excess of \$13,800,000 (in cash or in kind), the Signatory Trustee will be entitled to receive a fee equal to 4.0% of the gross proceeds of any such Disposition of the Property pursuant to the Trust Agreement, with such amount to be in addition to any payments to unrelated third-party real estate brokers that	The amount cannot be determined at this time.

Form of Compensation	Description	Estimated Amount of Compensation
	the Trust hires to sell the Property and any payments to buyer's brokers.	

THE TRUST AND SUMMARY OF THE TRUST AGREEMENT

The Trust and Summary of the Trust Agreement Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

The Trust's Goals

The main goals of the Trust are to (i) operate and hold the Property pursuant to the Master Lease; (ii) preserve the capital investment of the Owners; (iii) realize income through the ownership and eventual Disposition of the Property; (iv) make monthly distributions to the Owners from cash generated by the Property; and (v) take only such other actions as the Signatory Trustee deems necessary to carry out the foregoing. The Trust currently estimates monthly distributions to be in an amount sufficient to provide the following approximate estimated cash flow returns on the Owners' investment:

- (i) **4.35%** in year one;
- (ii) **4.49%** in year two;
- (iii) **4.60%** in year three;
- (iv) **4.74%** in year four;
- (v) **4.88%** in year five;
- (vi) **5.03%** in year six;
- (vii) **5.11%** in year seven;
- (viii) **5.19%** in year eight;
- (ix) **5.28%** in year nine; and
- (x) **5.37%** in year 10.

However, there is no assurance that the Trust will be able to meet any of the above goals, including as to the manner, amount and timing of any distributions to Owners, as any such distributions will depend on actual income earned by the Trust. See "Risk Factors" and "Business Plan."

The Signatory Trustee

Go Store It Hampton ST, LLC, a Delaware limited liability company, is the signatory trustee of the Trust. The Signatory Trustee's sole member is the Sponsor. Accordingly, the Signatory Trustee, the Property Manager and the Master Lessee are all owned by the Sponsor. The agreements between the Trust, the Signatory Trustee and the Sponsor are not the result of arm's-length negotiations, and they should not be considered as such. Certain conflicts of interest may arise between these entities and the Owners. See "Conflicts of Interest."

The Signatory Trustee will receive an annual asset management fee of \$40,000 during the forecasted hold period. It is anticipated that the Signatory Trustee will assist in marketing and selling the Property, and thus, if the Signatory Trustee provides such services, and if upon a Disposition of the Property the gross proceeds of any Disposition including the return of any reserves are in excess of **\$13,800,000** (in cash or in

kind), the Signatory Trustee will be entitled to receive a fee equal to 4.0% of the gross proceeds of any such Disposition of the Property pursuant to the Trust Agreement, with such amount to be in addition to any payments to unrelated third-party real estate brokers that the Trust hires to sell the Property and any payments to buyer's brokers. See "Compensation of the Sponsor, the Signatory Trustee and their Affiliates."

Disposition of the Property

It is anticipated that the Signatory Trustee will assist in marketing and selling the Property, and thus, if the Signatory Trustee provides such services, and if upon a Disposition of the Property the gross proceeds of any Disposition including the return of any reserves are in excess of **\$13,800,000** (in cash or in kind), the Signatory Trustee will be entitled to receive a fee equal to 4.0% of the gross proceeds of any such Disposition of the Property pursuant to the Trust Agreement, with such amount to be in addition to any payments to unrelated third-party real estate brokers that the Trust hires to sell the Property and any payments to buyer's brokers. The Trust will then dissolve and the Owners will no longer have any ownership interest in the Trust. See "– Term and Dissolution" and "– Distributions upon Dissolution."

CONFLICTS OF INTEREST

The Conflicts of Interest Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

Sale of Interests by the Selling Group

This Offering is being made in reliance on Rule 506(c) of Regulation D promulgated under the Securities Act. As a result, general advertising or general solicitation is permitted in connection with the sale of the Interests. Offers and sales of Membership Units will be made on a "best efforts" basis by the Selling Group who are members of FINRA. Coastal, will act as Managing Broker-Dealer. Coastal will receive Selling Commissions of **up to 6%** of the Gross Proceeds of the Offering and a non-accountable marketing and due diligence fee of **up to 1%** of the Gross Proceeds, **which shall be paid by the Sponsor on behalf of the Trust**, each of which the Managing Broker-Dealer will reallow to the Selling Group. The Managing Broker-Dealer will receive a managing broker-dealer fee of 1% of the Gross Proceeds and a wholesaling fee of 1.5% of the Gross Proceeds that may be reallowed to wholesalers. The total aggregate amount of commissions and expense reimbursements from the Gross Proceeds of the Offering (collectively, "Selling Commissions and Expenses") will not exceed **2.50%** of the Gross Proceeds, **any remaining amounts up to 7% shall be paid by the Sponsor on behalf of the Trust**. The Sponsor will be responsible for any Selling Commissions and Expenses in excess of these sums and will be entitled to retain any unused funds on a nonaccountable basis. The Sponsor may pay reduced Selling Commissions and Expenses or waive such sums with respect to Interests purchased by Affiliates and other persons. See "Plan of Distribution." Principals of the Signatory Trustee of the Trust may also be acting as an Owner's registered representative or registered supervisor (or both), in which case they may receive Selling Commissions and Expenses as a result of their sales efforts with respect to the Interests. This presents a conflict of interest that may affect their judgment in making an investment recommendation to such Owner. Accordingly, each prospective Investor must choose to make an investment in Interests based on their own independent review of the merits and risks of this Offering.

PLAN OF DISTRIBUTION

The Plan of Distribution Section of the Memorandum has been modified as highlighted in bold and/or stricken below:

Marketing of Interests

Offers and sales of Interests will be made on a "best efforts" basis by Broker-Dealers in the Selling Group who are members of FINRA. Coastal will act as Managing Broker-Dealer and will receive Selling Commissions of 6% of the Gross Proceeds of the Offering and a non-accountable marketing and due diligence fee of 1% of the Gross Proceeds, **which shall be paid by the Sponsor on behalf of the Trust**,

each of which the Managing Broker-Dealer will reallocate to the Selling Group. The Managing Broker-Dealer will receive a managing broker-dealer fee of 1% of the Gross Proceeds and a wholesaling fee of 1.5% of the Gross Proceeds that may be reallocated to wholesalers. The total aggregate amount of commissions and expense reimbursements from the Gross Proceeds of the Offering (collectively, "Selling Commissions and Expenses") will not exceed **2.50%** of the Gross Proceeds, **any remaining amounts up to 7% shall be paid by the Sponsor on behalf of the Trust**. The Sponsor will be responsible for any Selling Commissions and Expenses in excess of these sums and will be entitled to retain any unused funds on a nonaccountable basis. The Sponsor may pay reduced Selling Commissions and Expenses or waive such sums with respect to Interests purchased by Affiliates and other persons.

Please contact the Trust at (800) 414-9638 or your financial or legal advisor for additional information relating to these matters.