

## FOREIGN PURCHASER'S CERTIFICATE

## **NATIONWIDE II SELF STORAGE & AUTO WASH TRUST**

## **INSTRUCTIONS**

 This form must be completed by all subscribers who are <u>not</u> residents of Canada delivered concurrently with the Subscription Agreement to NationWide II Self Storage & Auto Wash Trust.

The undersigned subscriber (the "Subscriber"), a resident of a jurisdiction other than Canada (such other jurisdictions being referred to as an "International Jurisdiction"), hereby represents and warrants, as an integral part of the Subscription Agreement delivered concurrently to NationWide II Self Storage & Auto WashTrust (the "Issuer") in respect of the purchase by the Subscriber of Preferred Trust Units of the Issuer ("Trust Units"), that he, she or it is correctly and in all respects described by the category or categories set out directly next to which the Subscriber has marked below, and acknowledges that the Issuer is relying on the representations and warranties made below in determining whether to accept the Subscription Agreement of the Subscriber.

- 1. The Subscriber is, and each beneficial purchaser for whom the Subscriber may be acting as trustee or agent is, a resident of an International Jurisdiction and the decision to subscribe for Trust Units was taken in such International Jurisdiction.
- 2. The delivery of the Subscription Agreement, the acceptance of it by the Issuer and the issuance of Trust Units to the Subscriber, or any beneficial purchaser, complies with all laws applicable to the Subscriber and such beneficial purchaser, including the laws of such purchaser's jurisdiction of residence, and all other applicable laws, and will not cause the Issuer to become subject to, or require it to comply with, any disclosure, prospectus, filing or reporting requirements under any applicable laws of the International Jurisdiction.
- 3. The Subscriber, and each such beneficial purchaser, is knowledgeable of, or has been independently advised as to, the application or jurisdiction of the securities laws of the International Jurisdiction which would apply to the subscription (which, for greater certainty, does not include the securities laws of Canada).
- 4. The Subscriber, and each such beneficial purchaser, is purchasing the Trust Units pursuant to exemptions from the prospectus and registration requirements (or their equivalent) under the applicable securities laws of that International Jurisdiction or, if such is not applicable, each is permitted to purchase the Trust Units under the applicable securities laws of the International Jurisdiction without the need to rely on an exemption.
- 5. The applicable securities laws do not require the Issuer to make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction.
- 6. The Subscriber will not sell, transfer or dispose of the Trust Units except in accordance with all applicable laws, including applicable securities laws of Canada, and the Subscriber acknowledges that the Issuer shall have no obligation to register any such purported sale, transfer or disposition which violates any such applicable laws.
- 7. The Subscriber will provide such evidence of compliance with applicable laws as the Issuer or its counsel may request, if any.

Dated this day of	,·
	<b>x</b>
	Signature of Subscriber
	Name of Subscriber
	Address of Subscriber
	Country of Subscriber