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, 2017

Commission file number:
1-13820 (Life Storage, Inc.)
0-24071 (Life Storage LP)

LIFE STORAGE, INC.
LIFE STORAGE LP
(Exact name of Registrant as specified in its charter)

Maryland (Life Storage, Inc.) **Delaware (Life Storage LP)** (State or other jurisdiction of incorporation or organization)	**16-1194043** **16-1481551** (I.R.S. Employer Identification No.)

6467 Main Street
Williamsville, NY 14221
(Address of principal executive offices) (Zip code)

(716) 633-1850
(Registrant's telephone number including area code)

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 the past 90 days.

Life Storage, Inc. Yes ☒ No ☐
Life Storage LP Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files).

Life Storage, Inc. Yes ☒ No ☐
Life Storage LP Yes ☒ No ☐

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

Life Storage, Inc.:

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-accelerated Filer	☐	Smaller Reporting Company	☐
Emerging Growth Company	☐		

Life Storage LP:

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.

Life Storage, Inc. ☐
Life Storage LP ☐

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

Life Storage, Inc. Yes ☐ No ☒
Life Storage LP Yes ☐ No ☒

As of October 18, 2017, 46,536,812 shares of Common Stock, $.01 par value per share, were outstanding.

EXPLANATORY NOTE

This report combines the quarterly reports on Form 10-Q for the periods ended September 30, 2017 of Life Storage, Inc. (the "Parent Company") and Life Storage LP (the "Operating Partnership"). The Parent Company is a real estate investment trust, or REIT, that owns its assets and conducts its operations through the Operating Partnership, a Delaware limited partnership, and subsidiaries of the Operating Partnership. The Parent Company, the Operating Partnership and their consolidated subsidiaries are collectively referred to in this report as the "Company." In addition, terms such as "we," "us," or "our" used in this report may refer to the Company, the Parent Company and/or the Operating Partnership.

Life Storage Holdings, Inc., a wholly-owned subsidiary of the Parent Company ("Holdings"), is the sole general partner of the Operating Partnership; the Parent Company is a limited partner of the Operating Partnership, and through its ownership of Holdings and its limited partnership interest, controls the operations of the Operating Partnership, holding a 99.5% ownership interest therein as of September 30, 2017. The remaining ownership interests in the Operating Partnership are held by certain former owners of assets acquired by the Operating Partnership. As the owner of the sole general partner of the Operating Partnership, the Parent Company has full and complete authority over the Operating Partnership's day-to-day operations and management.

Management operates the Parent Company and the Operating Partnership as one enterprise. The management teams of the Parent Company and the Operating Partnership are identical.

There are few differences between the Parent Company and the Operating Partnership, which are reflected in the note disclosures in this report. The Company believes it is important to understand the differences between the Parent Company and the Operating Partnership in the context of how these entities operate as a consolidated enterprise. The Parent Company is a REIT, whose only material asset is its ownership of the partnership interests of the Operating Partnership. As a result, the Parent Company does not conduct business itself, other than acting as the owner of the sole general partner of the Operating Partnership, issuing public equity from time to time and guaranteeing the debt obligations of the Operating Partnership. The Operating Partnership holds substantially all the assets of the Company and, directly or indirectly, holds the ownership interests in the Company's real estate ventures. The Operating Partnership conducts the operations of the Company's business and is structured as a partnership with no publicly traded equity. Except for net proceeds from equity issuances by the Parent Company, which are contributed to the Operating Partnership in exchange for partnership units, the Operating Partnership generates the capital required by the Company's business through the Operating Partnership's operations, by the Operating Partnership's direct or indirect incurrence of indebtedness or through the issuance of partnership units of the Operating Partnership.

The substantive difference between the Parent Company's filings and the Operating Partnership's filings is the fact that the Parent Company is a REIT with public equity, while the Operating Partnership is a partnership with no publicly traded equity. In the financial statements, this difference is primarily reflected in the equity (or capital for the Operating Partnership) section of the consolidated balance sheets and in the Shareholders' Equity and Partners' Capital notes to the financial statements. Apart from the different equity treatment, the consolidated financial statements of the Parent Company and the Operating Partnership are nearly identical.

The Company believes that combining the quarterly reports on Form 10-Q of the Parent Company and the Operating Partnership into a single report will:

- facilitate a better understanding by the investors of the Parent Company and the Operating Partnership by enabling them to view the business as a whole in the same manner as management views and operates the business;
- remove duplicative disclosures and provide a more straightforward presentation in light of the fact that a substantial portion of the disclosure applies to both the Parent Company and the Operating Partnership; and
- create time and cost efficiencies through the preparation of one combined report instead of two separate reports.

In order to highlight the differences between the Parent Company and the Operating Partnership, the separate sections in this report for the Parent Company and the Operating Partnership specifically refer to the Parent Company and the Operating Partnership. In the sections that combine disclosures of the Parent Company and the Operating Partnership, this report refers to such disclosures as those of the Company. Although the Operating Partnership is generally the entity that directly or indirectly enters into contracts and real estate ventures and holds assets and debt, reference to the Company is appropriate because the business is one enterprise and the Parent Company operates the business through the Operating Partnership.

As the owner of the general partner with control of the Operating Partnership, the Parent Company consolidates the Operatin g Partnership for financial reporting purposes, and the Parent Company does not have significant assets other than its investment in the Operating Partnership. Therefore, the assets and liabilities of the Parent Company and the Operating Partnership are the same on their respective financial statements. The separate discussions of the Parent Company and the Operating Partnership in this report should be read in conjunction with each other to understand the results of the Company's operations on a consolidated basis and how management operates the Company.

This report also includes separate Item 4 - Controls and Procedures sections, signature pages and Exhibit 31 and 32 certifications for each of the Parent Company and the Operating Partnership in order to establish that the Chief Executive Officer and the Chief Financial Officer of the Parent Company and the Chief Executive Officer and the Chief Financial Officer of the Operating Partnership have made the requisite certifications and that the Parent Company and the Operating Partnership are compliant with Rule 13a-15 or Rule 15d-15 of the Securities Exchange Act of 1934, as amended and 18 U.S.C. §1350.

Part I. Financial Information

Item 1. Financial Statements

LIFE STORAGE, INC.
CONSOLIDATED BALANCE SHEETS

(dollars in thousands, except share data)	September 30, 2017 (unaudited)	December 31, 2016
Assets		
Investment in storage facilities:		
Land	$ 785,929	$ 786,764
Building, equipment, and construction in progress	3,520,466	3,456,544
	4,306,395	4,243,308
Less: accumulated depreciation	(601,854)	(535,704)
Investment in storage facilities, net	3,704,541	3,707,604
Cash and cash equivalents	6,096	23,685
Accounts receivable	7,105	5,469
Receivable from unconsolidated joint ventures	869	1,223
Investment in unconsolidated joint ventures	134,232	67,300
Prepaid expenses	9,102	6,649
Trade name	16,500	16,500
Other assets	5,890	29,554
Total Assets	$ 3,884,335	$ 3,857,984
Liabilities		
Line of credit	$ 329,000	$ 253,000
Term notes, net	1,388,808	1,387,525
Accounts payable and accrued liabilities	73,597	75,132
Deferred revenue	9,496	9,700
Fair value of interest rate swap agreements	10,923	13,015
Mortgages payable	12,764	13,027
Total Liabilities	1,824,588	1,751,399
Noncontrolling redeemable Operating Partnership Units at redemption value	17,638	18,091
Shareholders' Equity		
Common stock $.01 par value, 100,000,000 shares authorized, 46,536,812 shares outstanding at September 30, 2017 (46,454,606 at December 31, 2016)	465	464
Additional paid-in capital	2,360,881	2,348,567
Dividends in excess of net income	(300,423)	(239,062)
Accumulated other comprehensive loss	(18,814)	(21,475)
Total Shareholders' Equity	2,042,109	2,088,494
Noncontrolling interest in consolidated subsidiary	—	—
Total Equity	2,042,109	2,088,494
Total Liabilities and Shareholders' Equity	$ 3,884,335	$ 3,857,984

See notes to consolidated financial statements.

LIFE STORAGE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

(dollars in thousands, except per share data)	Three Months Ended September 30, 2017	Three Months Ended September 30, 2016	Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2016
Revenues				
Rental income	$ 124,044	$ 118,319	$ 363,284	$ 308,655
Other operating income	11,524	9,482	33,389	25,274
Total operating revenues	135,568	127,801	396,673	333,929
Expenses				
Property operations and maintenance	32,662	28,382	92,178	74,396
Real estate taxes	14,498	13,102	43,431	34,670
General and administrative	10,914	10,909	38,309	31,486
Acquisition costs	—	25,220	—	29,297
Operating leases of storage facilities	141	—	283	—
Depreciation and amortization	26,149	41,405	101,896	76,082
Total operating expenses	84,364	119,018	276,097	245,931
Income from operations	51,204	8,783	120,576	87,998
Other income (expenses)				
Interest expense	(16,290)	(14,647)	(47,216)	(32,024)
Interest expense – bridge financing commitment fee	—	—	—	(7,329)
Interest income	1	13	4	56
Gain on sale of storage facilities	—	—	—	15,270
Equity in income of joint ventures	752	882	2,259	2,795
Net income (loss)	35,667	(4,969)	75,623	66,766
Net (income) loss attributable to noncontrolling interest in the Operating Partnership	(171)	21	(343)	(317)
Net loss attributable to noncontrolling interest in consolidated subsidiary	—	210	—	609
Net income (loss) attributable to common shareholders	$ 35,496	$ (4,738)	$ 75,280	$ 67,058
Earnings (loss) per common share attributable to common shareholders – basic	$ 0.76	$ (0.10)	$ 1.62	$ 1.59
Earnings (loss) per common share attributable to common shareholders – diluted	$ 0.76	$ (0.10)	$ 1.62	$ 1.58
Common shares used in basic earnings (loss) per share calculation	46,415,782	46,139,079	46,361,747	42,176,762
Common shares used in diluted earnings (loss) per share calculation	46,520,311	46,139,079	46,472,294	42,414,623
Dividends declared per common share	$ 1.00	$ 0.95	$ 2.95	$ 2.75

See notes to consolidated financial statements.

LIFE STORAGE, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(unaudited)

(dollars in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Net income (loss)	$ 35,667	$ (4,969)	$ 75,623	$ 66,766
Other comprehensive income (loss):				
Effective portion of gain (loss) on derivatives net of reclassification to interest expense	802	2,931	2,661	(13,517)
Total comprehensive income (loss)	36,469	(2,038)	78,284	53,249
Comprehensive (income) loss attributable to noncontrolling interest in the Operating Partnership	(175)	8	(355)	(253)
Comprehensive loss attributable to noncontrolling interest in consolidated subsidiary	—	210	—	609
Comprehensive income (loss) attributable to common shareholders	$ 36,294	$ (1,820)	$ 77,929	$ 53,605

See notes to consolidated financial statements.

LIFE STORAGE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

(dollars in thousands)	Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2016
Operating Activities		
Net income	$ 75,623	$ 66,766
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	101,896	76,082
Amortization of debt issuance costs and bond discount	2,496	8,858
Gain on sale of storage facilities	—	(15,270)
Equity in income of joint ventures	(2,259)	(2,795)
Distributions from unconsolidated joint ventures	5,071	3,875
Non-vested stock earned	4,905	5,583
Stock option expense	11	85
Deferred income taxes	(2,382)	—
Changes in assets and liabilities (excluding the effects of acquisitions):		
Accounts receivable	(1,636)	4,308
Prepaid expenses	(2,821)	(1,080)
Receipts from joint ventures	354	182
Accounts payable and other liabilities	(618)	5,787
Deferred revenue	(204)	(3,012)
Net cash provided by operating activities	180,436	149,369
Investing Activities		
Acquisitions of storage facilities, net of cash acquired	(9,576)	(1,738,538)
Improvements, equipment additions, and construction in progress	(65,978)	(44,441)
Net proceeds from the sale of real estate	1,994	34,074
Investment in unconsolidated joint ventures	(69,786)	(5,336)
Property deposit	—	(759)
Net cash used in investing activities	(143,346)	(1,755,000)
Financing Activities		
Net proceeds from sale of common stock	15,633	944,872
Purchase of outstanding shares	(8,234)	—
Proceeds from line of credit	233,000	1,059,000
Repayments of line of credit	(157,000)	(898,000)
Proceeds from term notes, net of discount	—	796,682
Repayment of term note	—	(150,000)
Debt issuance costs	—	(15,253)
Settlement of forward starting interest rate swaps	—	(9,166)
Dividends paid - common stock	(137,174)	(112,688)
Distributions to noncontrolling interest holders	(641)	(557)
Mortgage principal payments	(263)	(145)
Net cash (used in) provided by financing activities	(54,679)	1,614,745
Net (decrease) increase in cash	(17,589)	9,114
Cash at beginning of period	23,685	7,032
Cash at end of period	$ 6,096	$ 16,146
Supplemental cash flow information		
Cash paid for interest, net of interest capitalized	$ 52,633	$ 31,489
Cash paid for income taxes, net of refunds	$ 1,296	$ 911

See notes to consolidated financial statements.

LIFE STORAGE LP
CONSOLIDATED BALANCE SHEETS

(dollars in thousands)	September 30, 2017 (unaudited)	December 31, 2016
Assets		
Investment in storage facilities:		
Land	$ 785,929	$ 786,764
Building, equipment, and construction in progress	3,520,466	3,456,544
	4,306,395	4,243,308
Less: accumulated depreciation	(601,854)	(535,704)
Investment in storage facilities, net	3,704,541	3,707,604
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Investment in unconsolidated joint ventures	134,232	67,300
Prepaid expenses	9,102	6,649
Trade name	16,500	16,500
Other assets	5,890	29,554
Total Assets	$ 3,884,335	$ 3,857,984
Liabilities		
Line of credit	$ 329,000	$ 253,000
Term notes, net	1,388,808	1,387,525
Accounts payable and accrued liabilities	73,597	75,132
Deferred revenue	9,496	9,700
Fair value of interest rate swap agreements	10,923	13,015
Mortgages payable	12,764	13,027
Total Liabilities	1,824,588	1,751,399
Limited partners' redeemable capital interest at redemption value (217,481 units outstanding at September 30, 2017 and December 31, 2016)	17,638	18,091
Partners' Capital		
General partner (467,543 and 466,721 units outstanding at September 30, 2017 and December 31, 2016, respectively)	20,597	21,065
Limited partners (46,069,269 and 45,987,885 units outstanding at September 30, 2017 and December 31, 2016, respectively)	2,040,326	2,088,904
Accumulated other comprehensive loss	(18,814)	(21,475)
Total Controlling Partners' Capital	2,042,109	2,088,494
Noncontrolling interest in consolidated subsidiary	—	—
Total Partners' Capital	2,042,109	2,088,494
Total Liabilities and Partners' Capital	$ 3,884,335	$ 3,857,984

See notes to consolidated financial statements.

LIFE STORAGE LP
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

(dollars in thousands, except per unit data)	Three Months Ended September 30, 2017	Three Months Ended September 30, 2016	Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2016
Revenues				
Rental income	$ 124,044	$ 118,319	$ 363,284	$ 308,655
Other operating income	11,524	9,482	33,389	25,274
Total operating revenues	135,568	127,801	396,673	333,929
Expenses				
Property operations and maintenance	32,662	28,382	92,178	74,396
Real estate taxes	14,498	13,102	43,431	34,670
General and administrative	10,914	10,909	38,309	31,486
Acquisition costs	—	25,220	—	29,297
Operating leases of storage facilities	141	—	283	-
Depreciation and amortization	26,149	41,405	101,896	76,082
Total operating expenses	84,364	119,018	276,097	245,931
Income from operations	51,204	8,783	120,576	87,998
Other income (expenses)				
Interest expense	(16,290)	(14,647)	(47,216)	(32,024)
Interest expense – bridge financing commitment fee	—	—	—	(7,329)
Interest income	1	13	4	56
Gain on sale of storage facilities	—	—	—	15,270
Equity in income of joint ventures	752	882	2,259	2,795
Net income (loss)	35,667	(4,969)	75,623	66,766
Net (income) loss attributable to noncontrolling interest in the Operating Partnership	(171)	21	(343)	(317)
Net loss attributable to noncontrolling interest in consolidated subsidiary	—	210	—	609
Net income (loss) attributable to common unitholders	$ 35,496	$ (4,738)	$ 75,280	$ 67,058
Earnings (loss) per common unit attributable to common unitholders – basic	$ 0.76	$ (0.10)	$ 1.62	$ 1.59
Earnings (loss) per common unit attributable to common unitholders – diluted	$ 0.76	$ (0.10)	$ 1.62	$ 1.58
Common units used in basic earnings (loss) per unit calculation	46,415,782	46,139,079	46,361,747	42,176,762
Common units used in diluted earnings (loss) per unit calculation	46,520,311	46,139,079	46,472,294	42,414,623
Distributions declared per common unit	$ 1.00	$ 0.95	$ 2.95	$ 2.75
Net income (loss) attributable to general partner	$ 357	$ (47)	$ 756	$ 674
Net income (loss) attributable to limited partners	35,139	(4,691)	74,524	66,384

See notes to consolidated financial statements.

LIFE STORAGE LP
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited)

(dollars in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Net income (loss)	$ 35,667	$ (4,969)	$ 75,623	$ 66,766
Other comprehensive income (loss):				
Effective portion of gain (loss) on derivatives net of reclassification to interest expense	802	2,931	2,661	(13,517)
Total comprehensive income (loss)	36,469	(2,038)	78,284	53,249
Comprehensive (income) loss attributable to noncontrolling interest in the Operating Partnership	(175)	8	(355)	(253)
Comprehensive loss attributable to noncontrolling interest in consolidated subsidiary	—	210	—	609
Comprehensive income (loss) attributable to common unitholders	$ 36,294	$ (1,820)	$ 77,929	$ 53,605

See notes to consolidated financial statements.

LIFE STORAGE LP
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

(dollars in thousands)	Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2016
Operating Activities		
Net income	$ 75,623	$ 66,766
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	101,896	76,082
Amortization of debt issuance costs and bond discount	2,496	8,858
Gain on sale of storage facilities	—	(15,270)
Equity in income of joint ventures	(2,259)	(2,795)
Distributions from unconsolidated joint ventures	5,071	3,875
Non-vested stock earned	4,905	5,583
Stock option expense	11	85
Deferred income taxes	(2,382)	—
Changes in assets and liabilities (excluding the effects of acquisitions):		
Accounts receivable	(1,636)	4,308
Prepaid expenses	(2,821)	(1,080)
Receipts from joint ventures	354	182
Accounts payable and other liabilities	(618)	5,787
Deferred revenue	(204)	(3,012)
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Investing Activities		
Acquisitions of storage facilities, net of cash acquired	(9,576)	(1,738,538)
Improvements, equipment additions, and construction in progress	(65,978)	(44,441)
Net proceeds from the sale of real estate	1,994	34,074
Investment in unconsolidated joint ventures	(69,786)	(5,336)
Property deposit	—	(759)
Net cash used in investing activities	(143,346)	(1,755,000)
Financing Activities		
Net proceeds from sale of partnership units	15,633	944,872
Purchase of outstanding units	(8,234)	—
Proceeds from line of credit	233,000	1,059,000
Repayments of line of credit	(157,000)	(898,000)
Proceeds from term notes, net of discount	—	796,682
Repayment of term note	—	(150,000)
Debt issuance costs	—	(15,253)
Settlement of forward starting interest rate swaps	—	(9,166)
Distributions to unitholders	(137,174)	(112,688)
Distributions to noncontrolling interest holders	(641)	(557)
Mortgage principal payments	(263)	(145)
Net cash (used in) provided by financing activities	(54,679)	1,614,745
Net (decrease) increase in cash	(17,589)	9,114
Cash at beginning of period	23,685	7,032
Cash at end of period	$ 6,096	$ 16,146
Supplemental cash flow information		
Cash paid for interest, net of interest capitalized	$ 52,633	$ 31,489
Cash paid for income taxes, net of refunds	$ 1,296	$ 911

See notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. BASIS OF PRESENTATION

The accompanying unaudited financial statements of Life Storage, Inc. (the "Parent Company") and Life Storage LP (the "Operating Partnership") have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the nine month period ended September 30, 2017 are not necessarily indicative of the results that may be expected for the year ending December 31, 2017.

2. ORGANIZATION

The Parent Company operates as a self-administered and self-managed real estate investment trust (a "REIT") that owns and operates self-storage facilities throughout the United States. All of the Parent Company's assets are owned by, and all its operations are conducted through, the Operating Partnership. Life Storage Holdings, Inc., a wholly-owned subsidiary of the Parent Company ("Holdings"), is the sole general partner of the Operating Partnership; the Parent Company is a limited partner of the Operating Partnership, and, through its ownership of Holdings and its limited partnership interest, controls the operations of the Operating Partnership, holding a 99.5% ownership interest therein as of September 30, 2017. The remaining ownership interests in the Operating Partnership (the "Units") are held by certain former owners of assets acquired by the Operating Partnership. The Parent Company, the Operating Partnership and their consolidated subsidiaries are collectively referred to in this report as the "Company." In addition, terms such as "we," "us," or "our" used in this report may refer to the Company, the Parent Company and/or the Operating Partnership.

At September 30, 2017, we had an ownership interest in, and/or managed 704 self-storage properties in 29 states under the name Life Storage®. Among our 704 self-storage properties are 97 properties that we manage for unconsolidated joint ventures (see Note 9) and 41 properties that we manage and have no ownership interest.

We consolidate all wholly-owned subsidiaries. Partially owned subsidiaries and joint ventures are consolidated when we control the entity. Our consolidated financial statements include the accounts of the Parent Company, the Operating Partnership, Life Storage Solutions, LLC (the Parent Company's taxable REIT subsidiary), Warehouse Anywhere LLC (an entity owned 60% by Life Storage Solutions, LLC), and all other wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated. Investments in joint ventures that we do not control but for which we have significant influence over are accounted for using the equity method.

Included in the Parent Company's consolidated balance sheets are noncontrolling redeemable Operating Partnership Units and included in the Operating Partnership's consolidated balance sheets are limited partners' redeemable capital interest at redemption value. These interests are presented in the "mezzanine" section of the consolidated balance sheet because they do not meet the functional definition of a liability or equity under current accounting literature. These represent the outside ownership interests of the limited partners in the Operating Partnership. At September 30, 2017 and December 31, 2016, there were 217,481 noncontrolling redeemable Operating Partnership Units outstanding. These unitholders are entitled to receive distributions per unit equivalent to the dividends declared per share on the Parent Company's common stock. The Operating Partnership is obligated to redeem each of these limited partnership units in the Operating Partnership at the request of the holder thereof for cash equal to the fair market value of a share of the Parent Company's common stock based on quoted market prices, at the time of such redemption, provided that the Company at its option may elect to acquire any such Unit presented for redemption for one common share or cash. The Company accounts for these noncontrolling redeemable Operating Partnership Units under the provisions of Accounting Standards Codification (ASC) Topic 480-10-S99. The application of the ASC Topic 480-10-S99 accounting model requires the noncontrolling interest to follow normal noncontrolling interest accounting and then be marked to redemption value at the end of each reporting period if higher (but never adjusted below that normal noncontrolling interest accounting amount). The offset to the adjustment to the carrying amount of the noncontrolling interests is reflected in the Company's dividends in excess of net income and in the Operating Partnership's general partner and limited partners capital balances. Accordingly, in the accompanying consolidated balance sheets, noncontrolling interests are reflected at redemption value at September 30, 2017 and December 31, 2016, equal to the number of noncontrolling interest units outstanding multiplied by the fair market value of the Parent Company's common stock at that date. Redemption value exceeded the value determined under the Company's historical basis of accounting at those dates.

The following is a reconciliation of the Parent Company's noncontrolling redeemable Operating Partnership Units and the Operating Partnership's limited partners' redeemable capital interest for the period:

(dollars in thousands)	Nine Months Ended September 30, 2017
Beginning balance	$ 18,091
Net income attributable to noncontrolling interest in the Operating Partnership	343
Distributions	(641)
Adjustment to redemption value	(155)
Ending balance	$ 17,638

During 2017, approximately 23% and 13% of the Company's revenue is derived from stores in the states of Texas and Florida, respectively.

3. STOCK BASED COMPENSATION

The Company accounts for stock-based compensation under the provisions of ASC Topic 718, "*Compensation - Stock Compensation*". The Company recognizes compensation cost in its financial statements for all share based payments granted, modified, or settled during the period.

For awards with graded vesting, compensation cost is recognized on a straight-line basis over the related vesting period.

For the three months ended September 30, 2017 and 2016, the Company recorded compensation expense (included in general and administrative expense) of $4,000 and $4,000, respectively, related to stock options and $1,659,000 and $1,758,000, respectively, related to amortization of non-vested stock grants and performance-based awards. For the nine months ended September 30, 2017 and 2016, the Company recorded compensation expense of $11,000 and $85,000, respectively, related to stock options and $4,905,000 and $5,515,000, respectively, related to amortization of non-vested stock grants and performance-based awards.

No stock options were exercised by employees and directors during the nine months ended September 30, 2017 and 2016. During the three months ended September 30, 2017 and 2016, 19,537 and 29,205 shares of non-vested stock, respectively, vested. During the nine months ended September 30, 2017 and 2016, 66,565 and 40,086 shares of non-vested stock, respectively, vested.

During the nine months ended September 30, 2017, the Company issued 34,240 shares of non-vested stock to employees which vest over one, five or eight years. The fair market value on the date of grant of the non-vested stock issued during the nine months ended September 30, 2017 ranged from $74.30 to $86.78, resulting in an aggregate fair value of $2.9 million.

During the nine months ended September 30, 2017, the Company granted performance-based awards that entitle the recipients to earn up to 17,888 shares if certain performance criteria are achieved over a three year period. The Company estimated the aggregate fair value of the awards on the grant date to be $0.8 million.

4. INVESTMENT IN STORAGE FACILITIES AND INTANGIBLE ASSETS

The following summarizes our activity in storage facilities during the nine months ended September 30, 2017:

(dollars in thousands)	
Cost:	
Beginning balance	$ 4,243,308
Acquisition of storage facilities	10,089
Improvements and equipment additions	67,026
Additions to consolidated subsidiary	113
Net decrease in construction in progress	(1,784)
Dispositions	(12,357)
Ending balance	$ 4,306,395
Accumulated Depreciation:	
Beginning balance	$ 535,704
Additions during the period	77,105
Dispositions	(10,955)
Ending balance	$ 601,854

The Company acquired one self-storage facility during the nine months ended September 30, 2017. The acquisition of this facility was accounted for as an asset acquisition (see Note 14 for further discussion of the Company's adoption of the accounting guidance under ASU 2017-01 as of January 1, 2017). The cost of this facility, including closing costs, was assigned to land, building, equipment and improvements based upon their relative fair values.

The purchase price of the facility acquired in 2017 has been assigned as follows:

(dollars in thousands)				Consideration paid							
States	Number of Properties	Date of Acquisition	Purchase Price	Cash Paid	Value of Operating Partnership Units Issued	Mortgage Assumed	Net Other Liabilities (Assets) Assumed	Land	Building, Equipment, and Improvements	In-Place Customers Leases	Closing Costs Expensed
IL	1	2/23/17	$10,089	$10,076	$ —	$ —	$ 13	$ 771	$ 9,318	$ —	$ —

The facility acquired was purchased from an unrelated third party. The operating results of the facility acquired have been included in the Company's operations since the acquisition date. The $10.1 million of cash paid for the facility includes $0.5 million of deposits that were paid in 2015 when this facility originally went under contract. This amount is excluded from total cash payments for the acquisition of storage facilities in the consolidated statement of cash flows.

Non-cash investing activities during the nine months ended September 30, 2017 include the assumption of net other liabilities of $13,000. Non-cash investing activities during nine months ended September 30, 2016 include the issuance of $7.8 million in Operating Partnership Units, the assumption of two mortgages with fair values totaling $8.3 million, and the assumption of net other liabilities of $7.3 million.

The Company measures the fair value of in-place customer lease intangible assets based on the Company's experience with customer turnover and the cost to replace the in-place leases. The Company amortizes in-place customer leases on a straight-line basis over 12 months (the estimated future benefit period). The Company measures the value of trade names, which have an indefinite life and are not amortized, by calculating discounted cash flows utilizing the relief from royalty method.

In-place customer leases are included in other assets on the Company's consolidated balance sheets as follows:

(Dollars in thousands)	Sep. 30, 2017	Dec. 31, 2016
In-place customer leases	$ 75,611	$ 75,611
Accumulated amortization	(75,573)	(50,782)
Net carrying value at the end of period	$ 38	$ 24,829

Amortization expense related to in-place customer leases was $0.1 million and $13.5 million for the three months ended September 30, 2017 and 2016, respectively, and was $24.8 million and $16.5 million for the nine months ended September 30, 2017 and 2016, respectively. The Company expects to record $24.8 million and $0 of amortization expense for the years ended December 31, 2017 and 2018, respectively.

Change in Useful Life Estimates

The change in name of the Company's storage facilities from Uncle Bob's Self Storage® to Life Storage® required replacement of signage at all existing storage facilities which are currently included in investment in storage facilities, net on the consolidated balance sheets. The replacement of this signage has been substantially completed as of September 30, 2017. As a result of this replacement of signage, the Company reassessed the estimated useful lives of the then existing signage in 2016. This useful life reassessment resulted in an increase in depreciation expense of approximately $0.5 million in the first quarter of 2017 as depreciation was accelerated over the new useful lives. The Company does not estimate any further impact on depreciation expense as a result of the replacement of the Uncle Bob's Self Storage® signage which is now fully depreciated.

As part of the Company's capital improvement efforts during 2017, buildings at certain self-storage facilities were identified for replacement. As a result of the decision to replace these buildings, the Company reassessed the estimated useful lives of the then existing buildings. This useful life reassessment resulted in an increase in depreciation expense of approximately $2.0 million and $3.6 million, respectively, during the three and nine month periods ended September 30, 2017. The Company estimates that the change in estimated useful lives of buildings identified for replacement as of September 30, 2017 will have minimal additional impact on depreciation expense during the remainder of 2017.

The accelerated depreciation resulting from the events discussed above reduced both basic and diluted earnings per share/unit by approximately $0.04 and $0.09, respectively, for the three and nine month periods ended September 30, 2017.

5. UNSECURED LINE OF CREDIT AND TERM NOTES

Borrowings outstanding on our unsecured line of credit and term notes are as follows:

(Dollars in thousands)	Sep. 30, 2017	Dec. 31, 2016
Revolving line of credit borrowings	$ 329,000	$ 253,000
Term note due June 4, 2020	325,000	325,000
Term note due August 5, 2021	100,000	100,000
Term note due April 8, 2024	175,000	175,000
Senior term note due July 1, 2026	600,000	600,000
Term note due July 21, 2028	200,000	200,000
Total term note principal balance outstanding	$ 1,400,000	$ 1,400,000
Less: unamortized debt issuance costs	(8,289)	(9,323)
Less: unamortized senior term note discount	(2,903)	(3,152)
Term notes payable	$ 1,388,808	$ 1,387,525

In January 2016, the Company exercised the expansion feature on its existing amended unsecured credit agreement and increased the revolving credit limit from $300 million to $500 million. The interest rate on the revolving credit facility bears interest at a variable annual rate equal to LIBOR plus a margin based on the Company's credit rating (at September 30, 2017 the margin is 1.10%), and requires an annual 0.15% facility fee. The Company's unsecured credit agreement also includes a $325 million unsecured term note maturing June 4, 2020, with the term note bearing interest at LIBOR plus a margin based on the Company's credit rating (at September 30, 2017 the margin is 1.15%). The interest rate at September 30, 2017 on the Company's line of credit was approximately 2.34% (1.79% at December 31, 2016). At September 30, 2017, there was $171 million available on the unsecured revolving line of credit. The revolving line of credit has a maturity date of December 10, 2019.

On June 20, 2016, the Operating Partnership issued $600 million in aggregate principal amount of 3.50% unsecured senior notes due July 1, 2026 (the "2026 Senior Notes"). The 2026 Senior Notes were issued at a 0.553% discount to par value. Interest on the 2026 Senior Notes is payable semi-annually in arrears on January 1 and July 1, beginning on January 1, 2017. The 2026 Senior Notes are fully and unconditionally guaranteed by the Parent Company. Proceeds received upon issuance, net of discount to par of $3.3 million and underwriting discount and other offering expenses of $5.5 million, totaled $591.2 million. The indenture under which the 2026 Senior Notes were issued restricts the ability of the Company and its subsidiaries to incur debt unless the Company and its consolidated subsidiaries comply with a leverage ratio not to exceed 60% and an interest coverage ratio of more than 1.5:1 on all outstanding debt, after giving effect to the incurrence of the debt. The indenture also restricts the ability of the Company and its subsidiaries to incur secured debt unless the Company and its consolidated subsidiaries comply with a secured debt leverage ratio not to exceed 40% after giving effect to the incurrence of the debt. The indenture also contains other financial and customary covenants, including a covenant not to own unencumbered assets with a value less than 150% of the unsecured indebtedness of the Company and its consolidated subsidiaries. The Company was in compliance with all of the financial covenants under the 2026 Senior Notes as of September 30, 2017.

On July 21, 2016, the Company entered into a $200 million term note maturing July 21, 2028 bearing interest at a fixed rate of 3.67%.

On April 8, 2014, the Company entered into a $175 million term note maturing April 8, 2024 bearing interest at a fixed rate of 4.533%. The interest rate on the term note increases to 6.283% if the Company is not rated by at least one rating agency or if the Company's credit rating is downgraded.

In 2011, the Company entered into a $100 million term note maturing August 5, 2021 bearing interest at a fixed rate of 5.54%. The interest rate on the term note increases to 7.29% if the notes are not rated by at least one rating agency, the credit rating on the notes is downgraded or if the Company's credit rating is downgraded.

The line of credit and term notes require the Company to meet certain financial covenants, measured on a quarterly basis, including prescribed leverage, fixed charge coverage, minimum net worth, limitations on additional indebtedness and limitations on dividend payouts. The Company was in compliance with its debt covenants at September 30, 2017.

We believe that if operating results remain consistent with historical levels and levels of other debt and liabilities remain consistent with amounts outstanding at September 30, 2017, the entire availability on the line of credit could be drawn without violating our debt covenants.

The Company's fixed rate term notes contain a provision that allows for the noteholders to call the debt upon a change of control of the Company at an amount that includes a make whole premium based on rates in effect on the date of the change of control. At this time no change in control is planned or anticipated.

Deferred debt issuance costs and the discount on the 2026 Senior Notes are both presented as reductions of term notes in the accompanying consolidated balance sheets at September 30, 2017 and December 31, 2016. Amortization expense related to these deferred debt issuance costs was $0.5 million and $0.5 million for the three months ended September 30, 2017 and 2016, respectively, and $1.6 million and $1.2 million for the nine month period ended September 30, 2017 and 2016, respectively, and is included in interest expense in the consolidated statements of income.

6. MORTGAGES PAYABLE AND DEBT MATURITIES

Mortgages payable at September 30, 2017 and December 31, 2016 consist of the following:

(dollars in thousands)	Sep. 30, 2017	Dec. 31, 2016
4.98% mortgage note due January 1, 2021, secured by one self-storage facility with an aggregate net book value of $9.7 million, principal and interest paid monthly (effective interest rate 5.23%)	$ 2,929	$ 2,966
4.065% mortgage note due April 1, 2023, secured by one self-storage facility with an aggregate net book value of $7.6 million, principal and interest paid monthly (effective interest rate 4.31%)	4,140	4,207
5.26% mortgage note due November 1, 2023, secured by one self-storage facility with an aggregate net book value of $8.0 million, principal and interest paid monthly (effective interest rate 5.57%)	3,955	4,002
5.99% mortgage note due May 1, 2026, secured by one self-storage facility with an aggregate net book value of $6.6 million, principal and interest paid monthly (effective interest rate 6.27%)	1,740	1,852
Total mortgages payable	$ 12,764	$ 13,027

The table below summarizes the Company's debt obligations and interest rate derivatives at September 30, 2017. The estimated fair value of financial instruments is subjective in nature and is dependent on a number of important assumptions, including discount rates and relevant comparable market information associated with each financial instrument. The fair value of the fixed rate term notes and mortgage notes were estimated by discounting the future cash flows using the current rates at which similar loans would be made to borrowers with similar credit ratings and for the same remaining maturities. These assumptions are considered Level 2 inputs within the fair value hierarchy as described in Note 8. The carrying values of our variable rate debt instruments approximate their fair values as these debt instruments bear interest at current market rates that approximate market participant rates. This is considered a Level 2 input within the fair value hierarchy. The use of different market assumptions and estimation methodologies may have a material effect on the reported estimated fair value amounts. Accordingly, the estimates presented below are not necessarily indicative of the amounts the Company would realize in a current market exchange.

	Expected Maturity Date Including Discount							
(dollars in thousands)	2017	2018	2019	2020	2021	Thereafter	Total	Fair Value
Line of credit - variable rate LIBOR + 1.10% (2.34% at September 30, 2017)	—	—	$ 329,000	—	—	—	$ 329,000	$ 329,000
Notes Payable:								
Term note - variable rate LIBOR+1.15% (2.38% at September 30, 2017)	—	—	—	$ 325,000	—	—	$ 325,000	$ 325,000
Term note - fixed rate 5.54%	—	—	—	—	$ 100,000	—	$ 100,000	$ 109,428
Term note - fixed rate 4.533%	—	—	—	—	—	$ 175,000	$ 175,000	$ 182,710
Term note - fixed rate 3.50%	—	—	—	—	—	$ 600,000	$ 600,000	$ 583,759
Term note - fixed rate 3.67%	—	—	—	—	—	$ 200,000	$ 200,000	$ 191,932
Mortgage note - fixed rate 4.98%	$ 13	$ 53	$ 56	$ 59	$ 2,748	—	$ 2,929	$ 3,061
Mortgage note - fixed rate 4.065%	$ 22	$ 92	$ 95	$ 99	$ 104	$ 3,728	$ 4,140	$ 4,190
Mortgage note - fixed rate 5.26%	$ 16	$ 67	$ 71	$ 74	$ 78	$ 3,649	$ 3,955	$ 4,203
Mortgage note - fixed rate 5.99%	$ 39	$ 160	$ 170	$ 181	$ 192	$ 998	$ 1,740	$ 1,867
Interest rate derivatives - liability	—	—	—	—	—	—	—	$ 10,923
Total	$ 90	$ 372	$ 329,392	$ 325,413	$ 103,122	$ 983,375	$ 1,741,764	

7. DERIVATIVE FINANCIAL INSTRUMENTS

Interest rate swaps are used to adjust the proportion of total debt that is subject to variable interest rates. The interest rate swaps require the Company to pay an amount equal to a specific fixed rate of interest times a notional principal amount and to receive in return an amount equal to a variable rate of interest times the same notional amount. The notional amounts are not exchanged. Forward starting interest rate swaps are also used by the Company to hedge the risk of changes in the interest-related cash outflows associated with the potential issuance of long-term debt. No other cash payments are made unless the contract is terminated prior to its maturity, in which case the contract would likely be settled for an amount equal to its fair value. The Company enters into interest rate swaps with a number of major financial institutions to minimize counterparty credit risk.

The interest rate swaps qualify and are designated as hedges of the amount of future cash flows related to interest payments on variable rate debt. Therefore, the interest rate swaps are recorded in the consolidated balance sheet at fair value and the related gains or losses are deferred in shareholders' equity or partners' capital as Accumulated Other Comprehensive Loss ("AOCL"). These deferred gains and losses are recognized in interest expense during the period or periods in which the related interest payments affect earnings. However, to the extent that the interest rate swaps are not perfectly effective in offsetting the change in value of the interest payments being hedged, the ineffective portion of these contracts is recognized in earnings immediately.

Ineffectiveness was de minimis for the three and nine months ended September 30, 2017.

The Company has interest rate swap agreements in effect at September 30, 2017 as detailed below to effectively convert a total of $325 million of variable-rate debt to fixed-rate debt.

Notional Amount	Effective Date	Expiration Date	Fixed Rate Paid	Floating Rate Received
$125 Million	9/1/2011	8/1/18	2.3700 %	1 month LIBOR
$100 Million	12/30/11	12/29/17	1.6125 %	1 month LIBOR
$100 Million	9/4/13	9/4/18	1.3710 %	1 month LIBOR
$100 Million	12/29/17	11/29/19	3.9680 %	1 month LIBOR
$125 Million	8/1/18	6/1/20	4.1930 %	1 month LIBOR

In the fourth quarter of 2015, the Company entered into forward starting interest rate swap agreements with a total notional value of $50 million. In the first quarter of 2016, the Company entered into additional forward starting interest rate swap agreements with a total notional value of $100 million. These forward starting interest rate swap agreements were entered into to hedge the risk of changes in the interest-related cash flows associated with the potential issuance of fixed rate long-term debt. In conjunction with the issuance of the $600 million 2026 Senior Notes (see Note 5) in the second quarter of 2016, the Company settled the forward starting swap agreements for a loss of approximately $9.2 million. The loss was recorded as accumulated other comprehensive loss and is being amortized as additional interest expense over the ten-year term of the $600 million 2026 Senior Notes. Consistent with the Company's accounting policy, the cash outflow related to the settlement of the forward starting swap agreements is reflected as a financing activity in the consolidated statements of cash flows.

The interest rate swap agreements are the only derivative instruments, as defined by FASB ASC Topic 815 "*Derivatives and Hedging*", held by the Company. During the three months ended September 30, 2017 and 2016, the net reclassification from AOCL to interest expense was $0.5 million and $1.2 million, respectively, based on payments made under the swap agreements. During the nine months ended September 30, 2017 and 2016, the net reclassification from AOCL to interest expense was $2.1 million and $3.5 million, respectively, based on payments made under the swap agreements. Based on current interest rates, the Company estimates that payments under the interest rate swaps will be approximately $1.6 million for the 12 months ended September 30, 2018. Payments made under the interest rate swap agreements will be reclassified to interest expense as swap settlements occur or as payments under the 2026 Senior Notes are made. The fair value of the swap agreements, including accrued interest, was a liability of $10.9 million and $13.0 million at September 30, 2017 and December 31, 2016, respectively.

The Company's agreements with its interest rate swap counterparties contain provisions pursuant to which the Company could be declared in default of its derivative obligations if the Company defaults on any of its indebtedness, including default where repayment of the indebtedness has not been accelerated by the lender. The interest rate swap agreements also incorporate other loan covenants of the Company. Failure to comply with the loan covenant provisions would result in the Company being in default on the interest rate swap agreements. As of September 30, 2017, the Company had not posted any collateral related to the interest rate swap agreements. If the Company had breached any of these provisions as of September 30, 2017, it could have been required to settle its obligations under the agreements at their net termination cost of $10.9 million.

The changes in AOCL for the three and nine months ended September 30, 2017 and 2016 are summarized as follows:

(dollars in thousands)	Three Months Ended September 30, 2017	Three Months Ended September 30, 2016	Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2016
Accumulated other comprehensive loss beginning of period	$ (19,616)	$ (30,863)	$ (21,475)	$ (14,415)
Realized loss reclassified from accumulated other comprehensive loss to interest expense	758	1,398	2,835	3,755
Unrealized loss from changes in the fair value of the effective portion of the interest rate swaps	44	1,533	(174)	(17,272)
Income (loss) included in other comprehensive loss	802	2,931	2,661	(13,517)
Accumulated other comprehensive loss end of period	$ (18,814)	$ (27,932)	$ (18,814)	$ (27,932)

8. FAIR VALUE MEASUREMENTS

The Company applies the provisions of ASC Topic 820 "*Fair Value Measurements and Disclosures*" in determining the fair value of its financial and nonfinancial assets and liabilities. ASC Topic 820 establishes a valuation hierarchy for disclosure of the inputs to valuation used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration. Level 3 inputs are unobservable inputs based on our own assumptions used to measure assets and liabilities at fair value. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

Refer to Note 6 for presentation of the fair values of debt obligations which are disclosed at fair value on a recurring basis.

The following table provides the liabilities carried at fair value measured on a recurring basis as of September 30, 2017 and December 31, 2016 (in thousands):

	Asset (Liability)	Level 1	Level 2	Level 3
September 30, 2017				
Interest rate swaps	$ (10,923)	—	$ (10,923)	—
December 31, 2016				
Interest rate swaps	$ (13,015)	—	$ (13,015)	—

Interest rate swaps are over the counter securities with no quoted readily available Level 1 inputs, and therefore are measured at fair value using inputs that are directly observable in active markets and are classified within Level 2 of the valuation hierarchy, using the income approach.

9. INVESTMENT IN JOINT VENTURES

A summary of the Company's unconsolidated joint ventures is as follows:

Venture	Number of Properties	Company common ownership interest	Carrying value of investment at Sep. 30, 2017	Carrying value of investment at Dec. 31, 2016
Sovran HHF Storage Holdings LLC ("Sovran HHF")[1]	57	20 %	$85.5 million	$43.8 million
Sovran HHF Storage Holdings II LLC ("Sovran HHF II")[2]	30	15 %	$13.4 million	$13.5 million
191 III Holdings LLC ("191 III")[3]	6	20 %	$9.6 million	$0.7 million
Life Storage-SERS Storage LLC ("SERS")[4]	3	20 %	$3.6 million	N/A
Iskalo Office Holdings, LLC ("Iskalo")[5]	N/A	49 %	($0.4 million)	($0.4 million)
Urban Box Coralway Storage, LLC ("Urban Box")[6]	1	85 %	$4.1 million	$4.1 million
SNL/Orix 1200 McDonald Ave., LLC ("McDonald")[7]	1	5 %	$2.7 million	$2.7 million
SNL Orix Merrick, LLC ("Merrick")[8]	1	5 %	$2.5 million	$2.5 million
Review Avenue Partners, LLC ("RAP")[9]	1	40 %	$11.7 million	N/A
N 32nd Street Self Storage, LLC ("N32")[10]	1	46 %	$1.3 million	N/A

1 Sovran HHF owns self-storage facilities in Arizona (11), Colorado (4), Florida (3), Georgia (1), Kentucky (2), Nevada (5), New Jersey (2), Ohio (6), Pennsylvania (1), Tennessee (2) and Texas (20). In June 2017, Sovran HHF acquired 18 self-storage facilities for $330 million in Arizona, Nevada and Tennessee. In connection with this acquisition, Sovran HHF entered into $135 million of mortgage debt which is secured by 16 of the self-storage facilities acquired. During the nine months ended September 30, 2017, the Company contributed $40.0 million as its share of capital to fund the acquisition and an additional $3.2 million to fund the repayment of certain mortgages held by the joint venture. During the nine months ended September 30, 2017, the Company received $3.2 million of distributions from Sovran HHF. As of September 30, 2017, the carrying value of the Company's investment in Sovran HHF exceeds its share of the underlying equity in net assets of Sovran HHF by approximately $1.7 million as a result of the capitalization of certain acquisition related costs in 2008. This difference is included in the carrying value of the investment.

2 Sovran HHF II owns self-storage facilities in New Jersey (17), Pennsylvania (3), and Texas (10). During the nine months ended September 30, 2017, the Company received $1.3 million of distributions from Sovran HHF II.

3 191 III owns six self-storage facilities in California. During the nine months ended September 30, 2017, 191 III acquired these six self-storage facilities for a total of $104.1 million. In connection with the acquisition of these self-storage facilities, 191 III entered into $57.2 million of mortgage debt which is secured by the self-storage facilities acquired. During 2017 and 2016, the Company contributed $9.3 million and $0.7 million, respectively, as its share of capital to fund these acquisitions. During the nine months ended September 30, 2017, the Company received $0.4 million of distributions from 191 III.

4 In May 2017, the Company executed a joint venture agreement, Life Storage-SERS Storage LLC ("SERS"), with an unrelated third party with the purpose of acquiring and operating self-storage facilities. SERS owns three self-storage facilities in Georgia. During the nine months ended September 30, 2017, SERS acquired these three self-storage facilities for a total of $39.1 million. In connection with the acquisition of these self-storage facilities, SERS entered into $22.0 million of mortgage debt which is secured by the self-storage facilities acquired. During 2017, the Company contributed $3.6 million as its share of capital to fund these acquisitions.

5 Iskalo owns the building that houses the Company's headquarters and other tenants. The Company paid rent to Iskalo of $0.9 million and $0.9 million during the nine months ended September 30, 2017 and 2016, respectively. During the nine months ended September 30, 2017, the Company received $0.1 million of distributions from Iskalo.

6 Urban Box is currently developing a self-storage facility in Florida.

7 McDonald is currently developing a self-storage facility in New York. During 2016, the Company contributed $0.4 million of common capital and $2.3 million of preferred capital to McDonald as its share of capital to develop the property. McDonald entered into a non-recourse mortgage loan in order to finance the future development costs.

8 Merrick is currently developing a self-storage facility in New York. During 2016, the Company contributed $0.4 million of common capital and $2.1 million of preferred capital to Merrick as its share of capital to develop the property. Merrick has entered into a non-recourse mortgage loan in order to finance the future development costs.

9 In January 2017, the Company executed a joint venture agreement, Review Avenue Partners, LLC ("RAP"), with an unrelated third party. The Company contributed $12.5 million of common capital to RAP during the nine months ended September 30, 2017. RAP is currently operating a self-storage property in New York.

10 In April 2017, the Company executed a joint venture agreement, N 32nd Street Self Storage, LLC ("N32"), with an unrelated third party. The Company contributed $1.3 million of common capital to N32 during the nine months ended September 30, 2017. N32 is currently developing a self-storage property in Arizona.

Based on the facts and circumstances of each of the Company's joint ventures, the Company has determined that none of the joint ventures are a variable interest entity (VIE) in accordance with ASC 810, *Consolidation*. As a result, the Company used the voting model under ASC 810 to determine whether or not to consolidate the joint ventures. Based upon each member's substantive participation rights over the activities as stipulated in the joint venture agreements, none of the joint ventures are consolidated by the Company. Due to the Company's significant influence over the operations of each of the joint ventures, all joint ventures are accounted for under the equity method of accounting.

The carrying values of the Company's investments in joint ventures are assessed for other-than-temporary impairment on a periodic basis and no such impairments have been recorded on any of the Company's investments in joint ventures.

The Company earns management and/or call center fees ranging from 6% to 7% of joint venture gross revenues as manager of HHF, HHF II, 191 III, SERS, and RAP. These fees, which are included in other operating income in the consolidated statements of operations, totaled $1.9 million and $1.3 million for the three months ended September 30, 2017 and 2016, respectively, and $4.8 million and $3.8 million for the nine months ended September 30, 2017 and 2016, respectively. The Company will also earn management fees upon commencement of the operation of storage facilities owned by Urban Box, McDonald, Merrick and N32.

The Company's share of the unconsolidated joint ventures' income (loss) is as follows:

(dollars in thousands) Venture	Three Months Ended September 30, 2017	Three Months Ended September 30, 2016	Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2016
Sovran HHF	$ 588	$ 485	$ 1,750	$ 1,563
Sovran HHF II	398	352	1,100	1,059
191 III	(14)	—	12	—
SERS	(43)	—	(43)	—
Urban Box	—	—	—	15
RAP	(248)	—	(749)	—
Iskalo	71	45	189	158
	$ 752	$ 882	$ 2,259	$ 2,795

A summary of the unconsolidated joint ventures' financial statements as of and for the nine months ended September 30, 2017 is as follows:

(dollars in thousands)	
Balance Sheet Data:	
Investment in storage facilities, net	$ 1,074,003
Investment in office building, net	4,872
Other assets	20,534
Total Assets	$ 1,099,409
Due to the Company	$ 869
Mortgages payable	455,676
Other liabilities	14,001
Total Liabilities	$ 470,546
Unaffiliated partners' equity	495,003
Company equity	133,860
Total Partners' Equity	628,863
Total Liabilities and Partners' Equity	$ 1,099,409
Income Statement Data:	
Total revenues	$ 68,841
Property operating expenses	(23,075)
Administrative, management and call center fees	(5,829)
Depreciation and amortization of customer list	(14,684)
Amortization of financing fees	(579)
Income tax expense	(201)
Interest expense	(10,033)
Net income	$ 14,440

The Company does not guarantee the debt of any of its equity method investees.

We do not expect to have material future cash outlays relating to these joint ventures outside our share of capital for future acquisitions of properties.

10. INCOME TAXES

The Company qualifies as a REIT under the Internal Revenue Code of 1986, as amended, and will generally not be subject to corporate income taxes to the extent it distributes its taxable income to its shareholders and complies with certain other requirements.

The Company has elected to treat one of its subsidiaries as a taxable REIT subsidiary. In general, the Company's taxable REIT subsidiary may perform additional services for tenants and generally may engage in certain real estate or non-real estate related business. A taxable REIT subsidiary is subject to corporate federal and state income taxes. Deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities.

The Company recorded federal and state income tax expense of $0.9 million and $0.2 million for the three months ended September 30, 2017 and 2016. The Company recorded federal and state income tax benefit of $1.3 million for the nine months ended September 30, 2017 and the Company recorded federal and state income tax expense of $0.9 million for the nine months ended September 30, 2016. At September 30, 2017 and 2016, there were no material unrecognized tax benefits. Interest and penalties relating to uncertain tax positions will be recognized in income tax expense when incurred. As of September 30, 2017 and 2016, the Company had no interest or penalties related to uncertain tax positions. Net income taxes payable at September 30, 2017 and December 31, 2016 and the net deferred tax liability of our taxable REIT subsidiary at December 31, 2016 are classified within accounts payable and accrued liabilities in the consolidated balance sheets. As of September 30, 2017, the Company's taxable REIT subsidiary has a deferred tax liability of $2.9 million and deferred tax assets totaling $4.6 million. The net deferred tax asset of our taxable REIT subsidiary at September 30, 2017 is included in other assets in the consolidated balance sheets. The tax years 2013-2016 remain open to examination by the major taxing jurisdictions to which the Company is subject.

11. EARNINGS PER SHARE AND EARNINGS PER UNIT

The Company reports earnings per share and earnings per unit data in accordance ASC Topic 260, "*Earnings Per Share*." Under ASC Topic 260-10, unvested share-based payment awards that contain nonforfeitable rights to dividends or dividend equivalents, whether paid or unpaid, are participating securities and shall be included in the computation of earnings-per-share pursuant to the two-class method. The Parent Company and the Operating Partnership have calculated their basic and diluted earnings per share/unit using the two-class method.

The following table sets forth the computation of basic and diluted earnings per common share utilizing the two-class method.

Earnings Per Share

(in thousands except per share data)	Three Months Ended Sep. 30, 2017	Three Months Ended Sep. 30, 2016	Nine Months Ended Sep. 30, 2017	Nine Months Ended Sep. 30, 2016
Numerator:				
Net income (loss) attributable to common shareholders	$ 35,496	$ (4,738)	$ 75,280	$ 67,058
Denominator:				
Denominator for basic earnings (loss) per share – weighted average shares	46,416	46,139	46,362	42,177
Effect of Dilutive Securities:				
Stock options and non-vested stock	104	—	110	238
Denominator for diluted earnings (loss) per share – adjusted weighted average shares and assumed conversion	46,520	46,139	46,472	42,415
Basic earnings (loss) per common share attributable to common shareholders	$ 0.76	$ (0.10)	$ 1.62	$ 1.59
Diluted earnings (loss) per common share attributable to common shareholders	$ 0.76	$ (0.10)	$ 1.62	$ 1.58

Earnings Per Unit

The following table sets forth the computation of basic and diluted earnings per common unit utilizing the two-class method.

(in thousands except per unit data)	Three Months Ended Sep. 30, 2017	Three Months Ended Sep. 30, 2016	Nine Months Ended Sep. 30, 2017	Nine Months Ended Sep. 30, 2016
Numerator:				
Net income (loss) attributable to common unitholders	$ 35,496	$ (4,738)	$ 75,280	$ 67,058
Denominator:				
Denominator for basic earnings (loss) per unit – weighted average units	46,416	46,139	46,362	42,177
Effect of Dilutive Securities:				
Stock options and non-vested stock	104	—	110	238
Denominator for diluted earnings (loss) per unit – adjusted weighted average units and assumed conversion	46,520	46,139	46,472	42,415
Basic earnings (loss) per common unit attributable to common unitholders	$ 0.76	$ (0.10)	$ 1.62	$ 1.59
Diluted earnings (loss) per common unit attributable to common unitholders	$ 0.76	$ (0.10)	$ 1.62	$ 1.58

Not included in the effect of dilutive securities above for both earnings per share and earnings per unit are 17,500 stock options and 133,179 unvested restricted shares for the three months ended September 30, 2017, and 270,298 unvested restricted shares for the three months ended September 30, 2016, because their effect would be antidilutive. Not included in the effect of dilutive securities above are 14,667 stock options and 139,107 unvested restricted shares for the nine months ended September 30, 2017, and 110,757 unvested restricted shares for the nine months ended September 30, 2016, because their effect would be antidilutive.

12. SHAREHOLDERS' EQUITY

The following is a reconciliation of the changes in the Parent Company's total shareholders' equity for the period:

(dollars in thousands)	Nine Months Ended September 30, 2017
Beginning balance of total shareholders' equity	$ 2,088,494
Net proceeds from the issuance of common stock through Dividend Reinvestment Plan	15,633
Purchase of outstanding shares	(8,234)
Earned portion of non-vested stock	4,905
Stock option expense	11
Deferred compensation - directors	—
Adjustment to redemption value on noncontrolling redeemable Operating Partnership units	155
Net income attributable to common shareholders	75,280
Amortization of terminated hedge included in AOCL	688
Change in fair value of derivatives	1,973
Dividends	(136,796)
Ending balance of total shareholders' equity	$ 2,042,109

On January 20, 2016, the Company completed the public offering of 2,645,000 shares of its common stock at $105.75 per share. Net proceeds to the Company after deducting underwriting discounts and commissions and offering expenses were approximately $269.7 million.

On May 25, 2016, the Company completed the public offering of 6,900,000 shares of its common stock at $100.00 per share. Net proceeds to the Company after deducting underwriting discounts and commissions and offering expenses were approximately $665.4 million.

Until May 2017, the Company had maintained a continuous equity offering program ("Equity Program") with Wells Fargo Securities, LLC, Jefferies LLC, SunTrust Robinson Humphrey, Inc., Piper Jaffray & Co., HSBC Securities (USA) Inc., and BB&T Capital Markets, a division of BB&T Securities, LLC, pursuant to which the Company could sell up to $225 million in aggregate offering price of shares of the Company's common stock. The Equity Program expired in May 2017.

During the nine months ended September 30, 2017 and 2016, the Company did not issue any shares of common stock under the Equity Program.

On August 2, 2017, the Company's Board of Directors authorized the repurchase of up to $200 million of the Company's outstanding common shares ("Buyback Program"). The Buyback Program allows the Company to purchase shares of its common stock in accordance with applicable securities laws on the open market, through privately negotiated transactions, or through other methods of acquiring shares. The Buyback Program may be suspended or discontinued at any time. During 2017, the Company repurchased 112,554 of the Company's outstanding common shares for $8.2 million under the Buyback Program, resulting in a weighted average purchase price of $73.16 per share.

In 2013, the Company implemented a Dividend Reinvestment Plan. The Company issued 199,809 and 94,050 shares under the plan during the nine months ended September 30, 2017 and 2016, respectively. On August 2, 2017, the Company's Board of Directors suspended the Dividend Reinvestment Plan.

13. PARTNERS' CAPITAL

The following is a reconciliation of the changes in total partners' capital for the period:

(dollars in thousands)	Nine Months Ended September 30, 2017
Beginning balance of total controlling partners' capital	$ 2,088,494
Net proceeds from the issuance of partnership units through Dividend Reinvestment Plan	15,633
Purchase of outstanding units	(8,234)
Earned portion of non-vested stock	4,905
Stock option expense	11
Deferred compensation - directors	—
Adjustment to redemption value on limited partners' redeemable capital interests	155
Net income attributable to common unitholders	75,280
Amortization of terminated hedge included in AOCL	688
Change in fair value of derivatives	1,973
Distributions	(136,796)
Ending balance of total controlling partners' capital	$ 2,042,109

14. RECENT ACCOUNTING PRONOUNCEMENTS

In May 2014, the FASB issued ASU 2014-09, "Revenue from Contracts with Customers," which supersedes the revenue recognition requirements in "Revenue Recognition (Topic 605)," and requires an entity to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. ASU 2014-09 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017. The Company has the option to apply the provisions of ASU 2014-09 either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying the new guidance recognized at the date of initial application (the modified retrospective transition method). We are currently evaluating the effect of adopting ASU 2014-09 on our financial statements and related disclosures. We anticipate electing to adopt the standard using the modified retrospective transition method as of January 1, 2018. We are also in the process of assessing which of our operating revenue streams will be impacted by the adoption of the new standard. Leases are specifically excluded from the scope of ASU 2014-09, therefore the Company does not anticipate that adoption of the new standard will have any impact on the timing or amounts of the Company's rental revenue from customers which is over 90% of the Company's total operating revenues.

In February 2016, the FASB issued ASU 2016-02, "Leases (Topic 842)". This guidance revises existing practice related to accounting for leases under Accounting Standards Codification Topic 840 *Leases* (ASC 840) for both lessees and lessors. The new guidance in ASU 2016-02 requires lessees to recognize a right-of-use asset and a lease liability for virtually all of their leases (other than leases that meet the definition of a short-term lease). The lease liability will be equal to the present value of lease payments and the right-of-use asset will be based on the lease liability, subject to adjustment such as for initial direct costs. For income statement purposes, the new standard retains a dual model similar to ASC 840, requiring leases to be classified as either operating or finance. For lessees, operating leases will result in straight-line expense (similar to current accounting by lessees for operating leases under ASC 840) while finance leases will result in a front-loaded expense pattern (similar to current accounting by lessees for capital leases under ASC 840). While the new standard maintains similar accounting for lessors as under ASC 840, the new standard reflects updates to, among other things, align with certain changes to the lessee model. ASU 2016-02 is effective for fiscal years and interim periods, within those years, beginning after December 15, 2018. Early adoption is permitted for all entities. The Company is in the process of completing its assessment of the impact that the adoption of ASU 2016-02 will have on its consolidated financial statements.

In March 2016, the FASB issued ASU 2016-06, "Derivatives and Hedging (Topic 815): Contingent Put and Call Options in Debt Instruments". ASU 2016-06 simplifies the embedded derivative analysis for debt instruments containing contingent call or put options by removing the requirement to assess whether a contingent event is related to interest rates or credit risks. ASU 2016-06 is effective for fiscal years, and interim reporting periods within those fiscal years, beginning after December 15, 2016. The implementation of this update did not result in any changes to our consolidated financial statements.

In March 2016, the FASB issued ASU 2016-07, “Investments - Equity Method and Joint Ventures (Topic 323): Simplifying the Transition to the Equity Method of Accounting”. ASU 2016-07 eliminates the requirement that when an investment qualifies for use of the equity method as a result of an increase in the level of ownership interest or degree of influence, an adjustment must be made to the investment, results of operations, and retained earnings retroactively on a step-by-step basis as if the equity method had been in effect during all previous periods that the investment had been held. ASU 2016-07 is effective for fiscal years, and interim reporting periods within those fiscal years, beginning after December 15, 2016. The implementation of this update did not result in any changes to our consolidated financial statements.

In March 2016, the FASB issued ASU 2016-09, “Improvements to Employee Share-Based Payment Accounting” as part of its simplification initiative, which involves several aspects of accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. ASU 2016-09 is effective for fiscal years, and interim reporting periods within those fiscal years, beginning after December 15, 2016. The implementation of this update did not result in any changes to our consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, “Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments (a Consensus of the Emerging Issues Task Force)” in an effort to reduce existing diversity in practice related to the classification of certain cash receipts and cash payments on the statements of cash flows. The guidance addresses the classification of cash flows related to, among other things, distributions received from equity method investees. The amendments in this update are effective for annual periods beginning after December 15, 2017, and interim periods within those annual periods. ASU 2016-15 is not expected to have a material impact on the Company’s consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, “Statement of Cash Flows (Topic 230): Restricted Cash (a Consensus of the Emerging Issues Task Force)” which requires restricted cash and restricted cash equivalents to be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments in this update are effective for annual periods beginning after December 15, 2017 and interim periods within those fiscal years. Early adoption of this update is permitted. Other than modifications to the statement of cash flows, the adoption of ASU 2016-18 is not expected to have a material impact on the Company’s consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, “Business Combinations (Topic 805): Clarifying the Definition of a Business” which is intended to assist entities with evaluating whether a set of transferred assets and activities is a business. The amendments in this update are effective for annual periods beginning after December 15, 2017 and interim periods within those fiscal years. Early adoption of this update is permitted and the Company adopted this update effective January 1, 2017. The adoption of ASU 2017-01 is expected to have potential impact on the accounting treatment of properties acquired subsequent to the adoption date. Property acquisitions treated as business combinations under current guidance may no longer be treated as business combinations subsequent to the adoption of ASU 2017-01. To the extent that properties that we acquire do not meet the definition of a “business” under ASU 2017-01, future acquisitions of properties may be accounted for as asset acquisitions resulting in the capitalization of acquisition costs incurred in connection with these transactions and the allocation of the purchase price and related acquisition costs to the assets acquired based on their relative fair values. There were no properties acquired during the nine months ended September 30, 2017 that would have been accounted for as business combinations prior to the adoption of ASU 2017-01.

In February 2017, the FASB issued ASU 2017-05, “Other Income – Gains and Losses from the Derecognition of Nonfinancial Assets (Subtopic 610-20): Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Nonfinancial Assets” which clarifies the scope and application of ASC 610-20 on the sale or transfer of nonfinancial assets, including real estate, and in substance nonfinancial assets to noncustomers, including partial sales. The amendments in this update are effective for annual periods beginning after December 15, 2017, and interim periods within those annual periods. The Company has not yet completed its assessment of the impact that the adoption of ASU 2017-05 will have on its consolidated financial statements.

15. COMMITMENT AND CONTINGENCIES

At September 30, 2017, the Company was under contract to acquire one self-storage facility for a purchase price of $12.4 million. The purchase of this facility is subject to customary conditions to closing, and there is no assurance that this facility will be acquired.

On or about August 25, 2014, a putative class action was filed against the Company in the Superior Court of New Jersey Law Division Burlington County. The action seeks to obtain declaratory, injunctive and monetary relief for a class of consumers based upon alleged violations by the Company of various statutory laws. On October 17, 2014, the action was removed from the Superior Court of New Jersey Law Division Burlington County to the United States District Court for the District of New Jersey. The Company brought a motion to partially dismiss the complaint for failure to state a claim, and on July 16, 2015, the Company's motion was granted in part and denied in part. On October 20, 2016, the complaint was amended to add additional claims. The parties have entered into a memorandum of understanding to settle all claims for an aggregate amount of $8.0 million and have jointly moved for preliminary judicial approval of the settlement in November 2017. The aggregate settlement amount of $8.0 million ($5.0 million after considering income tax impact) has been recorded as a liability of the Company. A portion of the settlement expense relates to self-storage facilities that are managed by the Company through its taxable REIT subsidiary. There is an income tax impact to the Company on that portion of the settlement expense as a result. The settlement is subject to approval by the court, a decision on which is expected later in 2017.

16. SUBSEQUENT EVENTS

On October 3, 2017, the Company declared a quarterly dividend of $1.00 per common share. The dividend was paid on October 26, 2017 to shareholders of record on October 13, 2017. The total dividend paid amounted to $46.5 million.

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

The following discussion and analysis of the Company's consolidated financial condition and results of operations should be read in conjunction with the unaudited financial statements and notes thereto included elsewhere in this report.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

When used in this discussion and elsewhere in this document, the words "intends," "believes," "expects," "anticipates," and similar expressions are intended to identify "forward-looking statements" within the meaning of that term in Section 27A of the Securities Act of 1933 and in Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements of the Company to be materially different from those expressed or implied by such forward-looking statements. Such factors include, but are not limited to, the effect of competition from new self-storage facilities, which would cause rents and occupancy rates to decline; the Company's ability to evaluate, finance and integrate acquired businesses into the Company's existing business and operations; the Company's ability to effectively compete in the industry in which it does business; the Company's existing indebtedness may mature in an unfavorable credit environment, preventing refinancing or forcing refinancing of the indebtedness on terms that are not as favorable as the existing terms; interest rates may fluctuate, impacting costs associated with the Company's outstanding floating rate debt; the Company's ability to comply with debt covenants; any future ratings on the Company's debt instruments; regional concentration of the Company's business may subject it to economic downturns in the states of Florida and Texas; the Company's reliance on its call center; the Company's cash flow may be insufficient to meet required payments of operating expenses, principal, interest and dividends; and tax law changes that may change the taxability of future income.

RESULTS OF OPERATIONS

FOR THE PERIOD JULY 1, 2017 THROUGH SEPTEMBER 30, 2017, COMPARED TO THE PERIOD JULY 1, 2016 THROUGH SEPTEMBER 30, 2016

We recorded rental revenues of $124.0 million for the three months ended September 30, 2017, an increase of $5.7 million or 4.8% when compared to rental revenues of $118.3 million for the same period in 2016. Of the increase in rental revenue, $0.7 million resulted from a 0.8% increase in rental revenues at the 431 core properties considered in same store sales (those properties included in the consolidated results of operations since January 1, 2016, excluding stores not yet stabilized, the properties we sold in 2016, three stores significantly impacted by flooding in 2016, three stores significantly impacted by flooding in 2017, and one store that the Company began to fully replace in 2017). The increase in same store rental revenues was a result of a 0.1% increase in rental income per square foot and a 40 basis point increase in average occupancy. The remaining increase in rental revenue of $5.0 million resulted from the revenues from the stores not included in the same store pool. Other operating income, which includes merchandise sales, insurance administrative fees, truck rentals, management fees and acquisition fees, increased by $2.0 million for the three months ended September 30, 2017 compared to the same period in 2016 primarily as a result of increased administrative fees earned on customer insurance, increased management fees earned as a result of an increase in managed properties, and as a result of the properties acquired in 2016 and 2017.

Property operations and maintenance expenses increased $4.3 million or 15.1% in the three months ended September 30, 2017 compared to the same period in 2016. The 431 core properties considered in the same store pool experienced a $0.5 million or 2.5% increase in operating expenses primarily as a result of higher internet marketing costs that have increased in an effort to drive more traffic to the Company's website as a result of our name change to Life Storage. In addition to the same store operating expense increase, operating expenses increased $3.8 million as a result of the net activity from the stores not included in the same store pool. Real estate tax expense increased $1.4 million as a result of a 7.6% increase in property taxes on the 431 same store pool and the inclusion of taxes on the properties acquired in 2017 and 2016.

Net operating income increased $2.1 million or 2.4% as a result of the acquisitions completed since January 1, 2016, partially offset by a 0.5% decrease in our same store net operating income.

Net operating income or "NOI" is a non-GAAP (generally accepted accounting principles) financial measure that we define as total continuing revenues less continuing property operating expenses. NOI also can be calculated by adding back to net income: interest expense, impairment and casualty losses, operating lease expense, depreciation and amortization expense, acquisition related costs, general and administrative expense, and deducting from net income: income from discontinued operations, interest income, gain on sale of real estate, and equity in income of joint ventures. We believe that NOI is a meaningful measure to investors in evaluating our operating performance because we utilize NOI in making decisions with respect to capital allocations, in determining current property values, and in comparing period-to-period and market-to-market property operating results. Additionally, NOI is widely used in the real estate industry and the self-storage industry to measure the performance and value of real estate assets without regard to various items included in net income that do not relate to or are not indicative of operating performance, such as depreciation and

amortization, which can vary depending on accounting methods and the book value of assets. NOI should be considered in addition to, but not as a substitute for, other measures of financial performance reported in accordance with GAAP, such as total revenues, operating income and net income. There are material limitations to using a measure such as NOI, including the difficulty associated with comparing results among more than one company and the inability to analyze certain significant items, including depreciation and interest expense, that directly affect our net income. We compensate for these limitations by considering the economic effect of the excluded expense items independently as well as in connection with our analysis of net income.

The following table reconciles our net income presented in the consolidated financial statements to NOI generated by our self-storage facilities for the three months ended September 30, 2017 and 2016.

	Three Months ended September 30,	
(dollars in thousands)	2017	2016
Net income (loss)	$ 35,667	$ (4,969)
General and administrative	10,914	10,909
Acquisition related costs	—	25,220
Operating leases of storage facilities	141	—
Depreciation and amortization	26,149	41,405
Interest expense	16,290	14,647
Interest income	(1)	(13)
Gain on sale of storage facilities	—	—
Equity in income of joint ventures	(752)	(882)
Net operating income	$ 88,408	$ 86,317
Net operating income		
Same store	$ 65,292	$ 65,634
Other stores and management fee income	23,116	20,683
Total net operating income	$ 88,408	$ 86,317

Our 2017 same store results consist of only those properties that have been owned by the Company and included in our consolidated results since January 1, 2016, excluding stores not yet stabilized, the properties we sold in 2016, three stores significantly impacted by flooding in 2016, three stores significantly impacted by flooding in 2017, and one store that the Company began to fully replace in 2017. The following table sets forth operating data for our 431 same store properties. These results provide information relating to property operating changes without the effects of acquisitions.

Same Store Summary

	Three Months ended September 30,		Percentage
(dollars in thousands)	2017	2016	Change
Same store rental income	$ 91,168	$ 90,432	0.8%
Same store other operating income	5,192	5,045	2.9%
Total same store operating income	96,360	95,477	0.9%
Payroll and benefits	7,928	7,689	3.1%
Real estate taxes	10,159	9,441	7.6%
Utilities	3,346	3,475	(3.7)%
Repairs and maintenance	2,983	3,355	(11.1)%
Office and other operating expenses	3,044	3,087	(1.4)%
Insurance	1,106	1,046	5.7%
Advertising and yellow pages	265	275	(3.6)%
Internet marketing	2,237	1,475	51.7%
Total same store operating expenses	31,068	29,843	4.1%
Same store net operating income	$ 65,292	$ 65,634	(0.5)%

			Change
Quarterly same store move ins	43,487	44,051	(564)
Quarterly same store move outs	44,784	46,104	(1,320)

We believe the decrease in same store move ins was due to increased competition and customer rate sensitivity in certain markets. In addition, we believe our brand change to Life Storage has temporarily reduced our visibility on the internet. We believe the decrease in same store move outs was a result of customers increasing their length of stay.

General and administrative expenses for the three months ended September 30, 2017 remained consistent when compared with the three months ended September 30, 2016. Increases related to income taxes were offset by reductions in training expenses and expenses related to the Company's name change.

There were no acquisition related costs recorded during the three months ended September 30, 2017. Acquisition related costs were $25.2 million for the three months ended September 30, 2016 as a result of the acquisition of 86 stores during that period.

Depreciation and amortization expense decreased to $26.1 million in the three months ended September 30, 2017 from $41.4 million in the same period of 2016, primarily as a result of reduced amortization of customer lists partially offset by increased depreciation on the properties acquired in 2016 and 2017.

Total interest expense increased $1.6 million in the three months ended September 30, 2017 as compared to the same period in 2016 primarily as a result of increased outstanding debt balances in 2017 as compared to 2016.

FOR THE PERIOD JANUARY 1, 2017 THROUGH SEPTEMBER 30, 2017, COMPARED TO THE PERIOD JANUARY 1, 2016 THROUGH SEPTEMBER 30, 2016

We recorded rental revenues of $363.3 million for the nine months ended September 30, 2017, an increase of $54.6 million or 17.7% when compared to rental revenues of $308.7 million for the same period in 2016. Of the increase in rental revenue, $4.5 million resulted from a 1.7% increase in rental revenues at the 431 core properties considered in same store sales (those properties included in the consolidated results of operations since January 1, 2016, excluding stores not yet stabilized, the properties we sold in 2016, three stores significantly impacted by flooding in 2016, three stores significantly impacted by flooding in 2017, and one store that the Company began to fully replace in 2017). The increase in same store rental revenues was a result of a 1.6% increase in rental income per square foot and a 90 basis point increase in average occupancy. The remaining increase in rental revenue of $50.1 million resulted from the revenues from the stores not included in the same store pool. Other operating income, which includes merchandise sales, insurance administrative fees, truck rentals, management fees and acquisition fees, increased by $8.1 million for the nine months ended September 30, 2017 compared to the same period in 2016 primarily as a result of increased administrative fees earned on customer insurance, increased management fees earned as a result of an increase in managed properties, increased acquisition fee income resulting from joint venture acquisitions, and as a result of the properties acquired in 2016 and 2017.

Property operations and maintenance expenses increased $17.8 million or 23.9% in the nine months ended September 30, 2017 compared to the same period in 2016. The 431 core properties considered in the same store pool experienced a $2.0 million or 3.3% increase in operating expenses as a result of higher payroll and benefit costs along with internet marketing costs that have increased in an effort to drive more traffic to the Company's website as a result of our name change to Life Storage. In addition to the same store operating expense increase, operating expenses increased $15.8 million as a result of the net activity from the stores not included in the same store pool. Real estate tax expense increased $8.8 million as a result of a 6.1% increase in property taxes on the 431 same store pool and the inclusion of taxes on the properties acquired in 2017 and 2016.

Net operating income increased $36.2 million or 16.1% as a result of a 0.7% increase in our same store net operating income and the acquisitions completed since January 1, 2016.

The following table reconciles NOI generated by our self-storage facilities to our net income presented in the consolidated financial statements for the nine months ended September 30, 2017 and 2016.

(dollars in thousands)	Nine Months ended September 30, 2017	2016
Net income	$ 75,623	$ 66,766
General and administrative	38,309	31,486
Acquisition related costs	—	29,297
Operating leases of storage facilities	283	—
Depreciation and amortization	101,896	76,082
Interest expense	47,216	39,353
Interest income	(4)	(56)
Gain on sale of storage facilities	—	(15,270)
Equity in income of joint ventures	(2,259)	(2,795)
Net operating income	$ 261,064	$ 224,863
Net operating income		
Same store	$ 190,412	$ 189,126
Other stores and management fee income	70,652	35,737
Total net operating income	$ 261,064	$ 224,863

Our 2017 same store results consist of only those properties that have been owned by the Company and included in our consolidated results since January 1, 2016, excluding stores not yet stabilized, the properties we sold in 2016, three stores significantly impacted by flooding in 2016, three stores significantly impacted by flooding in 2017, and one store that the Company began to fully replace in 2017. The following table sets forth operating data for our 431 same store properties. These results provide information relating to property operating changes without the effects of acquisitions.

Same Store Summary

(dollars in thousands)	Nine Months ended September 30, 2017	2016	Percentage Change
Same store rental income	$ 267,934	$ 263,476	1.7%
Same store other operating income	15,250	14,644	4.1%
Total same store operating income	283,184	278,120	1.8%
Payroll and benefits	23,794	23,000	3.5%
Real estate taxes	30,480	28,717	6.1%
Utilities	8,909	9,009	(1.1)%
Repairs and maintenance	9,852	10,140	(2.8)%
Office and other operating expenses	9,100	9,100	—
Insurance	3,277	3,213	2.0%
Advertising and yellow pages	800	872	(8.3)%
Internet marketing	6,560	4,943	32.7%
Total same store operating expenses	92,772	88,994	4.2%
Same store net operating income	$ 190,412	$ 189,126	0.7%

			Change
Year-to-date same store move ins	127,096	130,200	(3,104)
Year-to-date same store move outs	120,640	123,921	(3,281)

We believe the decrease in same store move ins was due to increased competition and customer rate sensitivity in certain markets. In addition, we believe our brand change to Life Storage has temporarily reduced our visibility on the internet. We believe the decrease in same store move outs was a result of customers increasing their length of stay.

General and administrative expenses for the nine months ended September 30, 2017 increased $6.8 million or 21.7% compared with the nine months ended September 30, 2016. The key drivers of the increase were the New Jersey lawsuit settlement discussed in Note 15, net of the related income tax impact, $0.7 million related to costs incurred as a result of the name change to Life Storage, and $0.8 million related to increased salaries and benefits.

There were no acquisition related costs recorded during the nine months ended September 30, 2017. Acquisition related costs were $29.3 million for the nine months ended September 30, 2016 as a result of the acquisition of 120 stores during that period. This amount includes $15.5 million of prepayment penalties and defeasance costs to retire LifeStorage, LP's debt upon closing of the acquisition of LifeStorage, LP in July 2016.

Depreciation and amortization expense increased to $101.9 million in the nine months ended September 30, 2017 from $76.1 million in the same period of 2016, primarily as a result of amortization of customer lists and depreciation on the properties acquired in 2016 and 2017.

Total interest expense increased $7.9 million in the nine months ended September 30, 2017 as compared to the same period in 2016 primarily as a result of interest on the $600 million 3.5% senior notes issued in June 2016 and the $200 million 3.67% term loan entered into in July 2016, partially offset by reduced interest costs as a result of a one-time $7.3 million bridge loan commitment fee in June 2016, coupled with the payoff of the $150 million 6.38% term loan in April 2016 with a draw on the Company's line of credit which carries a lower interest rate.

We did not sell any storage facilities during the nine months ended September 30, 2017. During the nine months ended September 30, 2016 we sold eight storage facilities in Alabama (1), Georgia (1), Mississippi (1), Texas (1), and Virginia (4) for net proceeds of approximately $34.1 million, resulting in a $15.3 million gain on sale.

FUNDS FROM OPERATIONS

We believe that Funds from Operations ("FFO") provides relevant and meaningful information about our operating performance that is necessary, along with net earnings and cash flows, for an understanding of our operating results. FFO adds back historical cost depreciation, which assumes the value of real estate assets diminishes predictably in the future. In fact, real estate asset values increase or decrease with market conditions. Consequently, we believe FFO is a useful supplemental measure in evaluating our operating performance by disregarding (or adding back) historical cost depreciation.

FFO is defined by the National Association of Real Estate Investment Trusts, Inc. ("NAREIT") as net income available to common shareholders computed in accordance with generally accepted accounting principles ("GAAP"), excluding gains or losses on sales of properties, plus impairment of real estate assets, plus depreciation and amortization and after adjustments to record unconsolidated partnerships and joint ventures on the same basis. We believe that to further understand our performance FFO should be compared with our reported net income and cash flows in accordance with GAAP, as presented in our consolidated financial statements.

In October and November of 2011, NAREIT issued guidance for reporting FFO that reaffirmed NAREIT's view that impairment write-downs of depreciable real estate should be excluded from the computation of FFO. This view is based on the fact that impairment write-downs are akin to and effectively reflect the early recognition of losses on prospective sales of depreciable property or represent adjustments of previously charged depreciation. Since depreciation of real estate and gains/losses from sales are excluded from FFO, it is NAREIT's view that it is consistent and appropriate for write-downs of depreciable real estate to also be excluded. Our calculation of FFO excludes impairment write-downs of investments in storage facilities.

Our computation of FFO may not be comparable to FFO reported by other REITs or real estate companies that do not define the term in accordance with the current NAREIT definition or that interpret the current NAREIT definition differently. FFO does not represent cash generated from operating activities determined in accordance with GAAP, and should not be considered as an alternative to net income (determined in accordance with GAAP) as an indication of our performance, as an alternative to net cash flows from operating activities (determined in accordance with GAAP) as a measure of our liquidity, or as an indicator of our ability to make cash distributions.

Reconciliation of Net (Loss) Income to Funds From Operations (unaudited)

(in thousands)	Three Months Ended Sep. 30, 2017	Three Months Ended Sep. 30, 2016	Nine Months Ended Sep. 30, 2017	Nine Months Ended Sep. 30, 2016
Net income (loss) attributable to common shareholders	$ 35,496	$ (4,738)	$ 75,280	$ 67,058
Net income (loss) attributable to noncontrolling interest	171	(21)	343	317
Depreciation of real estate and amortization of intangible assets	25,528	41,024	100,501	74,913
Depreciation and amortization from unconsolidated joint ventures	1,267	738	2,983	1,891
Gain on sale of storage facilities	—	—	—	(15,270)
Funds from operations allocable to noncontrolling redeemable Operating Partnership Units	(299)	(164)	(801)	(593)
FFO available to common shareholders	$ 62,163	$ 36,839	$ 178,306	$ 128,316

LIQUIDITY AND CAPITAL RESOURCES

Our line of credit and term notes require us to meet certain financial covenants measured on a quarterly basis, including prescribed leverage, fixed charge coverage, minimum net worth, limitations on additional indebtedness, and limitations on dividend payouts. At September 30, 2017, the Company was in compliance with all debt covenants. In the event that the Company violates its debt covenants in the future, the amounts due under the agreements could be callable by the lenders and could adversely affect our credit rating requiring us to pay higher interest and other debt-related costs. We believe that if operating results remain consistent with historical levels and levels of other debt and liabilities remain consistent with amounts outstanding at September 30, 2017, the entire availability under our line of credit could be drawn without violating our debt covenants.

Our ability to retain cash flow is limited because we operate as a REIT. In order to maintain our REIT status, a substantial portion of our operating cash flow must be used to pay dividends to our shareholders. We believe that our internally generated net cash provided by operating activities and the availability on our line of credit will be sufficient to fund ongoing operations, capital improvements, dividends and debt service requirements.

Cash flows from operating activities were $180.4 million and $149.4 million for the nine months ended September 30, 2017 and 2016, respectively. The increase in operating cash flows in the 2017 period compared to the 2016 period was primarily due to the increase in net income after adjusting for non-cash items.

Cash used in investing activities was $143.3 million and $1,755.0 million for the nine months ended September 30, 2017 and 2016, respectively. The decrease in cash used in investing activities in the 2017 period compared to the 2016 period was primarily due to the decreased volume of acquisitions in 2017 as compared to the same period in 2016, partially offset by increased capital contributions made to joint ventures to fund acquisitions completed by those joint ventures in 2017.

Cash used in financing activities was $54.7 million for the nine months ended September 30, 2017, compared to cash provided by financing activities of $1,614.7 million for the nine months ended September 30, 2016. On January 20, 2016, the Company completed the public offering of 2,645,000 shares of its common stock at $105.75 per share. Net proceeds to the Company after deducting underwriting discounts and commissions and offering expenses were approximately $269.7 million. The Company used the net proceeds from the offering to repay a portion of the indebtedness then outstanding on the Company's unsecured line of credit which had been used to fund acquisitions in the first quarter of 2016. Also on May 25, 2016, the Company completed the public offering of 6,900,000 shares of its common stock at $100.00 per share. Net proceeds to the Company after deducting underwriting discounts and commissions and offering expenses were approximately $665.4 million. The Company initially used the net proceeds from the offering to repay the indebtedness then outstanding on the Company's unsecured line of credit. The proceeds from the May public offering, the proceeds from the Company's June 2016 unsecured senior notes offering, and draws on the line of credit were used to fund the purchase of LifeStorage, LP in July 2016 for approximately $1.3 billion.

In January 2016, the Company exercised the expansion feature of its existing amended unsecured credit agreement and increased the revolving credit limit from $300 million to $500 million. The interest rate on the revolving credit facility bears interest at a variable rate equal to LIBOR plus a margin based on the Company's credit rating (at September 30, 2017 the margin is 1.10%), and requires a 0.15% facility fee. The Company's unsecured credit agreement also includes a $325 million unsecured term note maturing June 4, 2020, with the term note bearing interest at LIBOR plus a margin based on the Company's credit rating (at September 30, 2017 the margin is 1.15%). The interest rate at September 30, 2017 on the Company's line of credit was approximately 2.34% (1.79% at December 31, 2016). At September 30, 2017, there was $171 million available on the unsecured line of credit. The revolving line of credit has a maturity date of December 10, 2019.

Our line of credit facility and term notes have an investment grade rating from Standard and Poor's (BBB) and Moody's (Baa2).

In addition to the unsecured financing mentioned above, our consolidated financial statements also include $12.8 million of mortgages payable that are secured by four storage facilities.

On August 2, 2017, the Company's Board of Directors authorized the repurchase of up to $200 million of the Company's outstanding common shares ("Buyback Program"). The Buyback Program allows the Company to purchase shares of its common stock in accordance with applicable securities laws on the open market, through privately negotiated transactions, or through other methods of acquiring shares. The Buyback Program may be suspended or discontinued at any time. During 2017, the Company repurchased 112,554 of the Company's outstanding common shares for $8.2 million under the Buyback Program, resulting in a weighted average purchase price of $73.16 per share.

Until May 2017, the Company had maintained a continuous equity offering program ("Equity Program") with Wells Fargo Securities, LLC, Jefferies LLC, SunTrust Robinson Humphrey, Inc., Piper Jaffray & Co., HSBC Securities (USA) Inc., and BB&T Capital Markets, a division of BB&T Securities, LLC, pursuant to which the Company could sell up to $225 million in aggregate offering price of shares of the Company's common stock. During the nine months ended September 30, 2017 and 2016, the Company did not issue any shares of common stock under the Equity Program. The Equity Program expired in May 2017. The Company is considering entering into a new continuous equity offering program in the future.

In 2013, the Company implemented a Dividend Reinvestment Plan. The Company issued 199,809 and 94,050 shares under the plan during the nine months ended September 30, 2017 and 2016, respectively. On August 2, 2017, the Company's Board of Directors suspended the Dividend Reinvestment Plan.

Future acquisitions, our expansion and enhancement program, and share repurchases are expected to be funded with draws on our line of credit, issuance of common and preferred stock, the issuance of unsecured term notes, sale of properties, and private placement solicitation of joint venture equity. Should the capital markets deteriorate, we may have to curtail acquisitions, our expansion and enhancement program and share repurchases.

ACQUISITION AND DISPOSITION OF PROPERTIES

In the nine months ended September 30, 2017, the Company acquired one self-storage facility comprising 78,000 square feet in Illinois for a purchase price of $10.1 million. As this facility was recently constructed, the capitalization rate on this purchase was 0%.

In 2016, the Company acquired 122 self-storage facilities comprising 9.4 million square feet in Arizona (1), California (22), Colorado (6), Connecticut (2), Florida (11), Illinois (25), Massachusetts (1), Mississippi (1), New Hampshire (5), Nevada (17), New York (4), Pennsylvania (1), South Carolina (1), Texas (23), Utah (1), and Wisconsin (1) for a total purchase price of $1,783.9 million. Based on the trailing financial information of the entities from which the properties were acquired, the weighted average capitalization rate was 3.6% on these purchases and ranged from 0% on recently constructed facilities to 6.7% on mature facilities.

During 2016 the Company sold eight non-strategic properties with a carrying value of $18.8 million and received cash proceeds of $34.1 million, resulting in a $15.3 million gain on sale.

We may seek to sell additional properties to third parties or joint venture partners in 2017.

FUTURE ACQUISITION AND DEVELOPMENT PLANS

Our external growth strategy is to increase the number of facilities we own by acquiring suitable facilities in markets in which we already have operations, or to expand into new markets by acquiring several facilities at once in those new markets. We are actively pursuing acquisitions in 2017 and at September 30, 2017, we were under contract to acquire one self-storage facility for consideration of $12.4 million.

In the nine months ended September 30, 2017, we added 427,000 square feet to existing properties for a total cost of approximately $29.0 million and installed solar panels on two buildings for a total cost of approximately $0.4 million. We plan to complete an additional $10 million to $15 million of expansions and enhancements to our existing facilities in 2017, of which $6.5 million was paid as of September 30, 2017.

We also expect to continue making capital expenditures on our properties. This includes roofing, paving, and remodeling of store offices. For the nine months ended September 30, 2017, we spent approximately $37.6 million on such improvements and we expect to spend approximately $4.0 million for the remainder of 2017.

REIT QUALIFICATION AND DISTRIBUTION REQUIREMENTS

As a REIT, we are not required to pay federal income tax on income that we distribute to our shareholders, provided that we satisfy certain requirements, including distributing at least 90% of our REIT taxable income for a taxable year. These distributions must be made in the year to which they relate, or in the following year if declared before we file our federal income tax return, and if they are paid not later than the date of the first regular dividend of the following year. As a REIT, we must derive at least 95% of our total gross income from income related to real property, interest and dividends.

Although we currently intend to operate in a manner designed to qualify as a REIT, it is possible that future economic, market, legal, tax or other considerations may cause our Board of Directors to revoke our REIT election.

UMBRELLA PARTNERSHIP REIT

We are formed as an Umbrella Partnership Real Estate Investment Trust (“UPREIT”) and, as such, have the ability to issue Operating Partnership Units in exchange for properties sold by independent owners. By utilizing such Units as currency in facility acquisitions, we may obtain more favorable pricing or terms due to the seller’s ability to partially defer their income tax liability. As of September 30, 2017, 217,481 Units are outstanding. These Units had been issued in exchange for self-storage properties at the request of the sellers.

INTEREST RATE RISK

The primary market risk to which we believe we are exposed is interest rate risk, which may result from many factors, including government monetary and tax policies, domestic and international economic and political considerations, and other factors that are beyond our control.

We have entered into interest rate swap agreements in order to mitigate the effects of fluctuations in interest rates on our variable rate debt. The LIBOR base rates have been contractually fixed on $325 million of our debt through the interest rate swap termination dates. See Note 7 to our consolidated financial statements appearing elsewhere in this quarterly report on Form 10-Q.

Through September 2018, $325 million of our $654 million of floating rate unsecured debt is on a fixed rate basis after taking into account our interest rate swap agreements. Based on our outstanding unsecured floating rate debt of $654 million at September 30, 2017, and taking into account our interest rate swap agreements, a 100 basis point increase in interest rates would have a $3.3 million effect on our annual interest expense. These amounts were determined by considering the impact of the hypothetical interest rates on our borrowing cost and our interest rate swap agreements in effect on September 30, 2017. These analyses do not consider the effects of the reduced level of overall economic activity that could exist in such an environment. Further, in the event of a change of such magnitude, we would consider taking actions to further mitigate our exposure to the change. However, due to the uncertainty of the specific actions that would be taken and their possible effects, the sensitivity analysis assumes no changes in our capital structure.

INFLATION

We do not believe that inflation has had or will have a direct effect on our operations. Substantially all of the leases at the facilities are on a month-to-month basis which provides us with the opportunity to increase rental rates as each lease matures.

SEASONALITY

Our revenues typically have been higher in the third and fourth quarters, primarily because self-storage facilities tend to experience greater occupancy during the late spring, summer and early fall months due to the greater incidence of residential moves and college student activity during these periods. However, we believe that our customer mix, diverse geographic locations, rental structure and expense structure provide adequate protection against undue fluctuations in cash flows and net revenues during off-peak seasons. Thus, we do not expect seasonality to affect materially distributions to shareholders.

RECENT ACCOUNTING PRONOUNCEMENTS

See Note 14 to the financial statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The information required is incorporated by reference to the information appearing under the caption "Interest Rate Risk" in "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" above.

Item 4. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

Parent Company

An evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, has been conducted under the supervision of and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer. Based on that evaluation, our management, including the Chief Executive Officer and Chief Financial Officer, concluded that our disclosure controls and procedures were effective at September 30, 2017. There have not been changes in the Company's internal controls or in other factors that could significantly affect these controls during the quarter ended September 30, 2017.

Changes in Internal Control over Financial Reporting

There have not been any changes in the Company's internal control over financial reporting (as defined in 13a-15(f) and 15d-15(f) promulgated under the Securities Exchange Act of 1934) that occurred during the Company's most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Operating Partnership

An evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, has been conducted under the supervision of and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer. Based on that evaluation, our management, including the Chief Executive Officer and Chief Financial Officer, concluded that our disclosure controls and procedures were effective at September 30, 2017. There have not been changes in the Operating Partnership's internal controls or in other factors that could significantly affect these controls during the quarter ended September 30, 2017.

Changes in Internal Control over Financial Reporting

There have not been any changes in the Operating Partnership's internal control over financial reporting (as defined in 13a-15(f) and 15d-15(f) promulgated under the Securities Exchange Act of 1934) that occurred during the Operating Partnership's most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Operating Partnership's internal control over financial reporting.

PART II. Other Information

Item 1. Legal Proceedings

On or about August 25, 2014, a putative class action was filed against the Company in the Superior Court of New Jersey Law Division Burlington County. The action seeks to obtain declaratory, injunctive and monetary relief for a class of consumers based upon alleged violations by the Company of various statutory laws. On October 17, 2014, the action was removed from the Superior Court of New Jersey Law Division Burlington County to the United States District Court for the District of New Jersey. The Company brought a motion to partially dismiss the complaint for failure to state a claim, and on July 16, 2015, the Company's motion was granted in part and denied in part. On October 20, 2016, the complaint was amended to add additional claims. The parties have entered into a memorandum of understanding to settle all claims for an aggregate amount of $8.0 million and will be jointly moving for preliminary judicial approval of the settlement in November 2017. The aggregate settlement amount of $8.0 million ($5.0 million after considering income tax impact) has been recorded as a liability of the Company. A portion of the settlement expense relates to self-storage facilities that are managed by the Company through its taxable REIT subsidiary. There is an income tax impact to the Company on that portion of the settlement expense as a result. The settlement is subject to approval by the court, a decision on which is expected later in 2017.

Item 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2016, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and operating results.

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

(c) The following table summarizes our purchases of our common stock for the quarter ended September 30, 2017.

Issuer Purchases of Equity Securities

Period	(a) Total number of shares purchased	(b) Average price paid per share	(c) Total number of shares purchased as part of publicly announced plans or programs (1)	(d) Approx. dollar value of shares that may yet be purchased under the plans or programs (1)
August 1, 2017 - August 31, 2017	92,150	$ 72.98	92,150	$ 193,274,647
September 1, 2017 - September 30, 2017	20,404	73.94	20,404	191,765,955
Total	112,554	73.16	112,554	$ 191,765,955

(1) On August 2, 2017, the Company's Board of Directors authorized the repurchase of up to $200 million of the Company's common stock. The program does not have an expiration date but may be suspended or discontinued at any time.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not Applicable

Item 5. Other Information

Appointment of Joseph Saffire as New Chief Investment Officer

On November 1, 2017, Joseph V. Saffire, age 47, was appointed as Chief Investment Officer of the Company. Also on such date, Paul T. Powell, previously the Chief Investment Officer of the Company, retired from such position. Mr. Powell will be an advisor to the Company through 2018 and during such period will provide advice to the Company related to its real estate joint ventures and acquisitions.

Prior to joining the Company, Mr. Saffire served as Executive Vice President and Head of Commercial Banking of First Niagara Bank from April 2014 until September 2016 and served as an Executive Vice President and Head of Global Banking for Europe, the Middle East and Africa of Wells Fargo Bank from 2012 to 2014. Prior to 2012, Mr. Saffire served in various management capacities for over 20 years with HSBC Bank, including serving as Chief Operating Officer and Head of International Corporate and Commercial Banking from 2010 to 2012 and Executive Vice President and Regional President - Corporate and Commercial Banking from 2007 to 2010.

In connection with his employment, Mr. Saffire entered into an employment agreement with the Company. Pursuant to such employment agreement, Mr. Saffire's current annual salary is established at $320,000. The employment agreement also provides for severance payments in the event Mr. Saffire is terminated without cause by the Company or for good reason by Mr. Saffire and includes other terms generally consistent with the existing employment agreements for the Company's Chief Executive Officer and other senior executive officers. Also, in connection with his employment, Mr. Saffire was issued a restricted stock award of 1,250 shares of the Company under the terms of the Company's 2015 Award and Option Plan, which grant vests over a five year period. The employment agreement and form of restricted stock grant are included herein as Exhibits 10.1 and 10.2, which exhibits are incorporated by reference.

The law firm of Phillips Lytle LLP has represented the Company since its inception and is currently representing the Company, and various joint ventures in which the Company has an ownership interest. Mr. Frederick G. Attea, a partner of Phillips Lytle LLP, married Mr. Saffire's mother-in-law in September 2017. Phillips Lytle LLP's legal fees for services rendered to the Company for 2016 totaled $3,345,044 and have totaled $1,898,336 for 2017.

In connection with Mr. Powell's retirement as Chief Investment Officer, the Company and Mr. Powell entered into a Separation Agreement. Pursuant to the Separation Agreement, Mr. Powell will continue as an employee of the Company through the end of 2017 and the Company will pay Mr. Powell a one-time cash payment of $340,000 at year end. He will also remain eligible for a bonus, if any, under the Company's annual incentive compensation plan for 2017 service and the performance metrics of such plan, and vest in certain restricted stock and performance shares that would have vested through the end of 2018. The Company currently estimates that it will incur a one-time charge in the fourth quarter of 2017 of approximately $930,000 as a result of this event. The Separation Agreement is included herein as Exhibit 10.3, which exhibit is incorporated by reference.

Appointment of Carol Hansell to the Board of Directors

Also, on November 1, 2017, the Board of Directors (the "Board") of the Company increased the number of directors of the Board from six (6) to seven (7) and elected Carol Hansell to the Board. The new director was elected with a term expiring at the 2018 annual meeting of shareholders of the Company. At this time, Ms. Hansell will serve on the Governance and Nominating Committee of the Board.

Ms. Hansell, age 60, is the founder and since 2013 has been a senior partner of Hansell LLP, which provides legal and governance advice to boards of directors, shareholders and management. Prior to 2013, Ms. Hansell was a senior partner at the law firm of Davies Ward Phillips & Vineberg LLP from 1994 to 2013 and she was an associate attorney at Olser, Hoskin & Harcourt LLP from 1988 to 1994. Ms. Hansell brings more than 25 years of governance, government relations, legal and communications experience to the Company's Board. She has significant experience advising both public and private companies on complex corporate governance and legal matters. Ms. Hansell has served on boards of organizations across a variety of sectors including public companies, Crown corporations, financial institutions, healthcare, not-for-profit and arts organizations. She also serves on the boards of Munich Reinsurance Company of Canada, the International Corporate Governance Network, and the American College of Governance Counsel.

There are no arrangements or understandings between the new director and any other person pursuant to which she was elected as director of the Company and the new director is not a party to any transaction that would require disclosure under Item 404(a) of Regulation S-K. The Board has affirmatively determined that the new director is independent from management and the Company's independent registered public accounting firm within the meaning of the New York Stock Exchange listing standards and as defined in the rules and regulations of the Securities and Exchange Commission.

Ms. Hansell will receive compensation and restricted stock grants in accordance with the Company's director compensation program, with annual compensation being prorated for the current year.

In connection with Ms. Hansell's appointment as director, the Company, and Ms. Hansell entered into an Indemnification Agreement with respect to her service as director. The form of Indemnification Agreement is the same as previously entered into with other directors of the Company. In general, the Indemnification Agreements provide that the Company will, to the full extent permitted by applicable law, indemnify directors against all expenses, judgments, costs, fines and amounts paid in settlement actually incurred by directors in connection with any civil, criminal, administrative or investigative action brought against the directors by reason of their relationship with the Company. The Indemnification Agreements provide for indemnification rights regarding third-party claims and proceedings brought by or in the right of the Company. In addition, the Indemnification Agreements provide for the advancement of expenses incurred by directors in connection with any proceeding covered by the Indemnification Agreements as permitted by law. A copy of the form of the Indemnification Agreement is included herein as Exhibit 10.4, which exhibit is incorporated by reference.

Amendment to Employment Agreements

Also on November 1, 2017, the Company revised the existing employment agreements between the Company, and each of Andrew J. Gregoire, the Company's Chief Financial Officer, and Edward F. Killeen, the Company's Chief Operating Officer (the "Amended Employment Agreements"). Messrs. Gregoire's and Killeen's employment agreements were initially entered into in 1999. The Amended Employment Agreements include revised severance provisions consistent with those included in Mr. Saffire's employment agreement and also include other terms generally consistent with the existing employment agreements for the Company's Chief Executive Officer and the new employment agreement with Mr. Saffire. The Amended Employment Agreements are included herein as Exhibits 10.5 and 10.6, which exhibits are incorporated by reference.

Item 6. Exhibits

10.1+	Employment Agreement between Life Storage, Inc., Life Storage LP and Joseph V. Saffire dated November 1, 2017
10.2+	Form of Long Term Incentive Restricted Stock Award Notice
10.3+	Separation Agreement between Life Storage, Inc., Life Storage LP and Paul T. Powell dated November 1, 2017
10.4+	Indemnification Agreement, dated as of November 1, 2017, by and among Life Storage, LP, Life Storage LP and Carol Hansell
10.5+	Amended and Restated Employment Agreement between Life Storage, Inc., Life Storage LP and Andrew J. Gregoire dated November 1, 2017
10.6+	Amended and Restated Employment Agreement between Life Storage, Inc., Life Storage LP and Edward F . Killeen dated November 1, 2017
31.1	Certification of Chief Executive Officer of Life Storage, Inc. pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended.
31.2	Certification of Chief Financial Officer of Life Storage, Inc. pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended.
31.3	Certification of Chief Executive Officer of Life Storage LP pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended.
31.4	Certification of Chief Financial Officer of Life Storage LP pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended.
32	Certification of Chief Executive Officer and Chief Financial Officer of Life Storage, Inc. Pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer and Chief Financial Officer of Life Storage LP Pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial statements from the Parent Company's and the Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017, formatted in XBRL, as follows: (i) Consolidated Balance Sheets at September 30, 2017 and December 31, 2016; (ii) Consolidated Statements of Operations for the three and nine months ended September 30, 2017 and 2016; (iii) Consolidated Statements of Cash Flows for the nine months ended September 30, 2017 and 2016; (iv) Consolidated Statements of Comprehensive Income (Loss) for the three and nine months ended September 30, 2017 and 2016; and (v) Notes to Consolidated Financial Statements.
+	Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements 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.

Life Storage, Inc.

By: /S/ Andrew J. Gregoire
Andrew J. Gregoire
Chief Financial Officer
(Principal Accounting Officer)

November 3, 2017
Date

Life Storage LP

By: /S/ Andrew J. Gregoire
Andrew J. Gregoire
Chief Financial Officer
(Principal Accounting Officer)

November 3, 2017
Date

Exhibit 10.1

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Employment Agreement") is entered into as of the 1st day of November, 2017, among Life Storage, Inc., a Maryland corporation and Life Storage LP, a Delaware limited partnership (the "Corporation" or the "Partnership", respectively and collectively the "Company"), and Joseph Saffire (the "Executive").

W I T N E S S E T H:

WHEREAS, the Company and the Executive desire to enter into this Employment Agreement setting forth the terms and conditions of the Executive's employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Employment.

(a) The Company hereby employs the Executive as Chief Investment Officer of the Company and the Executive hereby accepts such employment, on the terms and subject to the conditions hereinafter set forth.

(b) During the term of this Employment Agreement, the Executive shall be and have the title of Chief Investment Officer of the Company and shall devote his entire business time and all reasonable efforts to his employment in that capacity with such other duties as may be reasonably requested from time to time by the Board of Directors of the Company, which duties shall be consistent with such position. For service as an officer and employee of the Company, the Company agrees that the Executive shall be entitled to the full protection of the applicable indemnification provisions of the Articles of Incorporation and By-laws of the Corporation (including the provisions for advances), as the same may be amended from time to time.

2. Compensation.

The Company will pay the Executive the salary and bonus and provide the benefits set forth in Exhibit A to this Employment Agreement.

3. Term.

This Employment Agreement shall have a continuous term until terminated as provided in Paragraph 4.

4. Termination.

(a) Death or Retirement. This Employment Agreement will terminate upon the Executive's death or retirement.

(b) Disability. The Company may terminate this Employment Agreement upon at least thirty (30) days' written notice in the event of the Executive's "disability." For purposes of this Employment Agreement, the Executive's "disability" shall be deemed to have occurred only after one hundred fifty (150) days in the aggregate during any consecutive twelve (12) month period, or after one hundred twenty (120) consecutive days, during which one hundred fifty (150) or one hundred twenty (120) days, as the case may be, the Executive, by reason of his physical or mental disability or illness, shall have been unable to substantially discharge his duties under this Employment Agreement. The date of disability shall be such one hundred fiftieth (150th) or one hundred twentieth (120th) day, as the case may be. In the event either the Company or the Executive, after receipt of notice of the Executive's disability from the other, disputes whether the Executive's disability shall have occurred, the Executive shall promptly submit to a physical examination by the chief of medicine of any major accredited hospital

in the Buffalo, New York area and, unless such physician shall issue his written statement to the effect that in his opinion, based on his diagnosis, the Executive is capable of resuming his employment and devoting his full time and energy to discharging his duties within thirty (30) days after the date of such statement, such permanent disability shall be deemed to have occurred.

(c) Cause. The Company may terminate this Employment Agreement for "cause." For purposes of this Employment Agreement, "cause" shall mean

(i) The Executive's fraud, commission of a felony, commission of an act or series of acts of dishonesty which are materially inimical to the best interests of the Company, or the Executive's willful and substantial failure to perform his duties under this Employment Agreement, which failure has not been cured within a reasonable time (which shall not be less than thirty (30) days) after the Company gives notice thereof to the Executive; or

(ii) The Executive's material breach of any material provision of this Employment Agreement which breach, if capable of being cured, has not been cured in all substantial respects within thirty (30) days) after the Company gives notice thereof to the Executive; or

(iii) The Executive's commission of an act of moral turpitude, dishonesty or fraud which would in the good faith determination of the Board of Directors of the Corporation (the "Board") render his continued employment materially damaging or detrimental to the Company.

(d) Termination Without Cause. The Company may terminate this Employment Agreement without cause by notifying the Executive in writing of its election to terminate at least thirty (30) days before the effective date of termination. The Executive may, on written notice to the Company, accelerate the effective date of termination to any other date of his choosing up to the date of notice of acceleration.

(e) Termination for Good Reason. The Executive may terminate this Employment Agreement for "Good Reason" which shall mean the occurrence of one or more of the following events provided that, in the case of events described in (i), (ii), (iii) or (iv), the Executive shall give the Company a written notice, within 90 days following the initial occurrence of the event, describing the event that the Executive claims to be Good Reason and stating the Executive's intention to terminate employment unless the Company takes appropriate corrective action:

"Good Reason" shall exist if:

(i) the Company materially changes the Executive's duties and responsibilities as set forth in this Employment Agreement or changes his title or position without his consent;

(ii) the Executive's place of employment or the principal executive offices of the Company are located more than fifty (50) miles from the geographical center of Williamsville, New York;

(iii) the Company materially diminishes the salary, fringe benefits or other compensation being paid to the Executive;

(iv) there occurs a material breach by the Company of any of its obligations under this Employment Agreement

(v) the failure of any successor of the Company to furnish the assurances provided for in Section 7(c).

In the case of events described in (i), (ii), (iii) or (iv), the Company shall have 30 days from the date of receipt of the written notice from the Executive stating his claim of Good Reason in which to take appropriate corrective action. If the Company does not cure the Good Reason, the Good Reason will be deemed to have occurred at the end of the 30-day period.

(f) Termination By Mutual Agreement. This Employment Agreement may be terminated by mutual agreement of the Company and the Executive.

(g) Resignation. The Executive may terminate this Employment Agreement at any time with sixty (60) days' written notice to the Company, and the Company may accelerate the effective date of termination to any other date up to the date of notice of acceleration.

(h) Payment of Compensation Due. The Company will pay the Executive on the effective date of termination all unpaid compensation accrued at the rate set forth on Exhibit A through the effective date of termination.

5. Severance Payments.

(a) Termination Without Cause or for Good Reason. The Company will make the severance payments specified in Section 5(b) below if this Employment Agreement is terminated pursuant to Sections 4(d) (Without Cause) or (e) (for Good Reason) hereof. In addition, the employee welfare benefits referred to in Exhibit A, Section 1(c) shall be continued for a period of thirty (30) months after termination of employment provided, however, the Executive and not the Company shall pay the premiums for any such benefits during the first 6-months of the 30-month period following the Executive's Separation from Service in any case where the payment of the premiums by the Company would constitute gross income to the Executive.

(b) Severance Payments. In the event this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) prior to, or more than two years after, a Section 409A Change in Control of the Company or a Non-Section 409A Change in Control of the Company , the Company will pay the Executive an aggregate amount equal to two (2) times the salary and bonus paid to the Executive in the prior calendar year, provided, however, that if such termination occurs prior to December 31, 2018, the severance shall be equal to two (2) times the Executive's then current annual salary (the "Non-Change in Control Severance"). In the event this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) at the time of or within two years after a Section 409A Change in Control of the Company or a Non-Section 409A Change in Control of the Company, the Company will pay the Executive an aggregate amount equal to two and a half (2.5) times the salary and bonus paid to the Executive in the prior calendar year, provided, however, that if such termination occurs prior to December 31, 2018, the severance shall be equal to two and a half (2.5) times the Executive's then current annual salary.

(c) Severance Payments Without Change in Control. Except as set forth in Section 5(d) below, the severance payable pursuant to Section 5(b) shall paid in thirty (30) equal monthly payments each in an amount equal to 1/30th of the aggregate amount of the severance payments. The 30 monthly payments described in the preceding sentence shall be deemed a series of separate payments within the meaning of Treas. Reg. §1.409A-2(b)(2)(iii). The first six monthly payments shall be paid to the Executive in a lump sum within 30 days following his Separation from Service. The remaining twenty-four (24) monthly payments shall be paid to the Executive in twenty-four (24) separate payments on the first day of twenty-four (24) successive calendar months with the first payment occurring on the first day of the seventh calendar month beginning after the date of the Executive's Separation from Service. The parties affirm that it is their intent that the first six monthly payments be excluded from the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") by reason of the "short-term deferral" rule set forth at Regulation §1.409A-1(b)(4).

(d) Severance Payments With Change in Control.

(i) Section 409A Change in Control. If this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) within two years after a Section 409A Change in Control of the Company has occurred, or if a Section 409A Change in Control of the Company occurs while the Company is making Non-Change in Control Severance payments, the Executive shall receive the applicable severance payments specified in Section 5(b) (or the remaining balance thereof) in a lump sum. The lump sum shall be paid within 30 days after the effective date of the Executive's Separation from Service or, if the Section 409A Change in Control occurs after the Executive's Separation from Service, within 30 days after such Section 409A Change in Control. Notwithstanding the

foregoing, the applicable severance payments specified in Section 5(b) shall not be paid to the Executive (except for the lump sum equal to six monthly payments provided in the third sentence of Section 5(c)) before the day following the 6-month anniversary of the Executive's Separation from Service unless the Executive shall have received an opinion of counsel satisfactory to the Executive that payment before that date will not be a violation of Code Section 409A(a)(2)(B)(i) (concerning the 6-month delay rule). In the event that the Executive shall fail to obtain such an opinion of counsel, the Company or its successor shall, within 30 days after the later of the Executive's Separation from Service or the Section 409A Change in Control, transfer the remaining balance of the monthly payments due the Executive to a rabbi trust (similar to the trust described in Revenue Procedure 92-64) under a trust agreement that requires payment of such remaining balance to the Executive in a lump sum on the day following the 6-month anniversary of the Executive's Separation from Service.

(ii) Non-Section 409A Change in Control. If this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) within two years after a Non-Section 409A Change in Control of the Company has occurred, or if a Non-Section 409A Change in Control of the Company occurs while the Company is making Non-Change in Control Severance payments to the Executive pursuant to Section 5(b) and 5(c), the Company or its successor shall, within 30 days after the Non-Section 409A Change in Control, transfer the remaining balance of the monthly payments due the Executive to a rabbi trust (similar to the trust described in Revenue Procedure 92-64) under a trust agreement that requires payment of such remaining balance to the Executive from the trust in accordance with the original payment schedule under Section 5(c).

(e) Reimbursement of Legal Fees and Expenses. The Company shall also reimburse the Executive (promptly upon documented request), the amount of all legal fees and expenses reasonably incurred by the Executive in connection with any good faith claim for severance compensation hereunder, including all such fees and expenses incurred in contesting or disputing, by arbitration or otherwise, any such termination or in seeking to obtain or enforce any right or benefit provided by this Employment Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Section 4999 of the Code to any payment or benefit provided hereunder.

(f) No Obligation To Mitigate Damages. The Executive shall be under no obligation to mitigate damages with respect to termination and in the event the Executive is employed or receives income from any other source there shall be no offset therefor against the amounts due from the Company hereunder.

(g) Reduction of Severance Pay To Avoid Excise Taxes. Notwithstanding anything herein to the contrary, the amounts payable to the Employee pursuant to Sections 5(b), Section 5(c) and Section 5(d) shall be reduced to the extent necessary to avoid imposition on the Employee of any tax on excess parachute payments under Section 4999 of the Code.

6. Covenants and Confidential Information.

(a) The Executive acknowledges the Company's reliance and expectation of the Executive's continued commitment to performance of his duties and responsibilities during the term of this Employment Agreement. In light of such reliance and expectation on the part of the Company:

(i) During the term of this Employment Agreement and, during the one-year period following the termination of this Employment Agreement, the Executive shall not: (A) own, manage, control or participate in the ownership, management, or control of, or be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any other corporation, partnership, proprietorship, firm, association or other business entity engaged in the business of, or otherwise engage in the business of, acquiring, owning, developing or managing self-storage facilities; provided, however, that the ownership of not more than one percent (1%) of any class of publicly traded securities of any entity is permitted ; or (B) directly or indirectly or by acting in concert with others, employ or attempt to employ or solicit for any employment competitive with the Company, any Company employees.

(ii) During and after the term of this Employment Agreement, the Executive shall not, directly or indirectly, disclose, divulge, discuss, copy or otherwise use or suffer to be used in any manner, in competition with, or contrary to the interests of, the Company, any confidential information relating to the Company's operations, properties or otherwise to its particular business or other trade secrets of the Company, it being acknowledged by the Executive that all such information regarding the business of the Company compiled or obtained by, or furnished to, the Executive while the Executive shall have been employed by or associated with the Company is confidential information and the Company's exclusive property; provided, however, that the foregoing restrictions shall not apply to the extent that such information (A) is clearly obtainable in the public domain, (B) becomes obtainable in the public domain, except by reason of the breach by the Executive of the terms hereof, (C) was not acquired by the Executive in connection with his employment or affiliation with the Company, (D) was not acquired by the Executive from the Company or its representatives, or (E) is required to be disclosed by rule or law or by order of a court or governmental body or agency.

(b) The Executive agrees and understands that the remedy at law for any breach by him of this Paragraph 6 will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that, upon adequate proof of the Executive's violation of any legally enforceable provision of this Paragraph 6, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

(c) The Executive has carefully considered the nature and extent of the restrictions upon him and the rights and remedies conferred upon the Company under this Paragraph 6, and hereby acknowledges and agrees that the same are reasonable in time and territory, are designed to eliminate competition which otherwise would be unfair to the Company, do not stifle the inherent skill and experience of the Executive, would not operate as a bar to the Executive's sole means of support, are fully required to protect the legitimate interests of the Company and do not confer a benefit upon the Company disproportionate to the detriment to the Executive.

7. Miscellaneous.

(a) The Executive represents and warrants that he is not a party to any agreement, contract or understanding, whether of employment or otherwise, which would restrict or prohibit him from undertaking or performing employment in accordance with the terms and conditions of this Employment Agreement.

(b) The provisions of this Employment Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provision to the extent enforceable in any jurisdiction nevertheless shall be binding and enforceable.

(c) Any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company must, within ten (10) days after the Executive's request, furnish its written assurance that it is bound to perform this Employment Agreement in the same manner and to the same extent that the Company would have been required to perform it if no such succession had taken place.

(d) Any controversy or claim arising out of or relating to this Employment Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association then pertaining in the City of Buffalo, New York, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The arbitrator or arbitrators shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; provided, however, that nothing in this Section 7(d) shall be construed so as to deny the Company the right and power to seek and obtain injunctive relief in a court of equity for any breach or threatened breach by the Executive of any of his covenants contained in Section 6 hereof.

(e) Any notice to be given under this Employment Agreement shall be personally delivered in writing or shall have been deemed duly given when received after it is posted in the United States mail, postage prepaid, registered or certified, return receipt requested, and if mailed to the Company, shall be addressed to the

principal place of business of the Corporation and the Partnership, attention: Chief Executive Officer, and if mailed to the Executive, shall be addressed to him at his home address last known on the records of the Company, or at such other address or addresses as either the Company or the Executive may hereafter designate in writing to the other.

(f) The failure of either party to enforce any provision or provisions of this Employment Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Employment Agreement. The rights granted the parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to it under the circumstances.

(g) This Employment Agreement supersedes any prior agreements and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

(h) This Employment Agreement shall be governed by and construed according to the laws of the State of New York.

(i) Captions and paragraph headings used herein are for convenience and are not a part of this Employment Agreement and shall not be used in construing it.

8. Code Section 409A Matters.

(a) Definitions. The following terms shall have the following meanings when used in this Employment Agreement:

(i) "Separation from Service" shall have the meaning provided at Treas. Reg. §1.409A-1(h).

(ii) "Section 409A Change in Control" shall mean a change in ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company within the meaning of Treas. Reg. §1.409A-3(i)(5).

(iii) "Non-Section 409A Change in Control" ." For the purposes of this Employment Agreement, a "Non-Section 409A Change in Control" shall be deemed to have occurred if any of the following have occurred:

(1) either (A) the Corporation shall receive a report on Schedule 13D, or an amendment to such a report, filed with the Securities and Exchange Commission pursuant to Section 13(d) of the Securities Exchange Act of 1934 (the "1934 Act") disclosing that any person (as such term is used in Section 13(d) of the 1934 Act) ("Person"), is the beneficial owner, directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Company or (B) the Company has actual knowledge of facts which would require any Person to file such a report on Schedule 13D, or to make an amendment to such a report, with the SEC (or would be required to file such a report or amendment upon the lapse of the applicable period of time specified in Section 13(d) of the 1934 Act) disclosing that such Person is the beneficial owner, directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Corporation;

(2) purchase by any Person, other than the Company or a wholly-owned subsidiary of the Company or an employee benefit plan sponsored or maintained by the Company or a wholly-owned subsidiary of the Company, of shares pursuant to a tender or exchange offer to acquire any stock of the Corporation (or securities, including units of limited partnership interests, convertible into stock) for cash, securities or any other consideration provided that, after consummation of the offer, such Person is the beneficial owner (as defined in Rule 13d 3 under the 1934 Act), directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Corporation (calculated as provided in paragraph (d) of Rule 13d 3 under the 1934 Act in the case of rights to acquire stock);

(3) approval by the shareholders of the Corporation of (A) any consolidation or merger of, or other business combination involving, the Corporation in which the Corporation is not to be the continuing or surviving entity or pursuant to which shares of stock of the Corporation would be converted into cash, securities or other property, other than a consolidation or merger or business combination of the Corporation in which holders of its stock immediately prior to the consolidation or merger or business combination have substantially the same proportionate ownership of common stock of the surviving corporation immediately after the consolidation or merger or business combination as immediately before, or (B) any consolidation or merger or business combination in which the Corporation is the continuing or surviving corporation but in which the common shareholders of the Corporation immediately prior to the consolidation or merger or business combination do not hold at least a majority of the outstanding common stock of the continuing or surviving corporation (except where such holders of common stock hold at least a majority of the common stock of the corporation which owns all of the common stock of the Corporation), or (C) any sale, lease, exchange or other transfer by operation of law or otherwise (in one transaction or a series of related transactions) of all or substantially all the assets of the Corporation or the Partnership; or

(4) a change in the majority of the members of the Board within a 24-month period unless the election or nomination for election by the Corporation shareholders of each new director was approved by the vote of at least two-thirds of the directors then still in office who were in office at the beginning of the 24-month period.

(5) more than fifty percent (50%) of the assets of the Corporation or the Partnership are sold, transferred or otherwise disposed of, whether by operation of law or otherwise, other than in the usual and ordinary course of its business.

(b) Rule Governing Payment Dates. In any case where this Employment Agreement requires the payment of an amount during a period of two or more days that overlaps two calendar years, the payee shall have no right to determine the calendar year in which payment actually occurs

(c) Compliance with Section 409A. This Employment Agreement is intended not to trigger additional taxes and penalties under Section 409A of the Code and the final Treasury Regulations promulgated thereunder, whether by reason of the form or the operation of the Agreement. The Employment Agreement shall at all times be interpreted, construed, and administered so as to avoid insofar as possible the imposition of excise taxes and other penalties under Section 409A of the Code. If any provision of this Employment Agreement would trigger additional taxes and penalties under Section 409A of the Code and the final Regulations promulgated thereunder, such provision shall to the extent legally permissible be applied in a manner that most nearly accomplishes its objective without triggering such additional taxes and penalties.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the 1st day of November, 2017.

/s/Joseph Saffire
Joseph Saffire

LIFE STORAGE, INC.

By: /s/David L. Rogers
Name: David L. Rogers
Title: Chief Executive Officer

LIFE STORAGE LP

By: LIFE STORAGE HOLDINGS INC.
General Partner

By: /s/David L. Rogers
Title: Chief Executive Officer

EXHIBIT A

1. Compensation.

During the term of the Employment Agreement the Company shall pay or provide, as the case may be, to the Executive the compensation and other benefits and rights set forth in this Paragraph 1 of this Exhibit A.

(a) The Company shall pay to the Executive a base salary payable in accordance with the Company's usual pay practices (and in the event no less frequently than monthly) of Three Hundred Twenty Thousand Dollars ($320,000) per annum, subject to such increase (but not decrease) as may be determined by the Board from time to time, based upon the performance of the Company (on a consolidated basis) and the Executive.

(b) Commencing with the 2018 calendar year, the Executive shall be entitled to participate in the Company's Annual Incentive Compensation Plan for senior executives. The Company shall pay to the Executive incentive compensation, if any, which such Executive is entitled to receive pursuant to such plan for each calendar year not later than March 15 following the end of such calendar year (or at such time as may be provided in such plan), prorated on a per diem basis for partial calendar years of service. Any initial payment shall be made in 2019 with respect to the 2018 calendar year.

(c) The Company shall provide to the Executive such life, medical, hospitalization and dental insurance for himself, his spouse and eligible family members as may be available to other senior executive officers of the Company.

(d) The Executive shall participate in all retirement and other benefit plans of the Company generally available from time to time to employees of the Company and for which Executive qualifies under the terms thereof (and nothing in the Employment Agreement or this Exhibit A shall or shall be deemed to in any way effect the Executive's right and benefits thereunder except as expressly provided herein.

(e) The Executive shall be entitled to such periods of vacation and sick leave allowance each year as are determined by the Compensation Committee of the Board.

(f) The Executive shall be entitled to participate in any equity or other employee benefit plan that is generally available to senior executive officers of the Company. The Executive's participation in and benefits under any such plan shall be on the terms and subject to the conditions specified in the governing document of the particular plan.

(g) The Company shall reimburse the Executive or provide him with an expense allowance during the term of the Employment Agreement for travel, entertainment and other expenses reasonably and necessarily incurred by the Executive in connection with the Company's business. The Executive shall furnish such documentation with respect to reimbursement to be paid hereunder as the Company shall reasonably request.

Exhibit 10.2

LIFE STORAGE, INC.
6467 Main Street
Buffalo, New York 14221

November 1, 2017

Joseph Saffire
_____
_____

RE: Long Term Incentive Restricted Stock Award Notice

Dear Mr. Saffire:

The Compensation Committee (the "Committee") of the Board of Directors (the "Board") of Life Storage, Inc. (the "Company") has selected you to receive shares of restricted stock under the Company's 2015 Award and Option Plan (the "Plan").

Your shares of restricted stock are described in the balance of this letter agreement between us. This letter constitutes your Award Notice with respect to the shares of restricted stock described herein.

The Plan text governs the operation of the Plan as well as the terms and conditions of your shares of restricted stock granted under the Plan, and is incorporated herein by reference. A copy of the Plan text is enclosed. Any term not defined in this letter agreement shall have the same meaning as it is defined in the Plan.

AWARD OF RESTRICTED STOCK

You are hereby awarded, effective November 1, 2017, One Thousand Two Hundred Fifty (1,250) shares of common stock, $.01 par value, of the Company subject to the restrictions set forth herein ("Restricted Stock").

VESTING OF RESTRICTED STOCK

Except as otherwise provided herein or in the Plan, your shares of Restricted Stock shall vest in accordance with the following schedule:

* 250 shares of Restricted Stock (20% of the total shares under this award) shall vest on November 1, 2018;

* 250 shares of Restricted Stock (20% of the total shares under this award) shall vest on November 1, 2019;

* 250 shares of Restricted Stock (20% of the total shares under this award) shall vest on November 1, 2020;

* 250 shares of Restricted Stock (20% of the total shares under this award) shall vest on November 1, 2021; and

* 250 shares of Restricted Stock (20% of the total shares under this award) shall vest on November 1, 2022.

RESTRICTIONS

Your shares of Restricted Stock may not be sold, transferred, assigned, pledged or otherwise disposed of unless and until they shall have vested in accordance with the schedule set forth above.

The stock certificate(s) for your shares of Restricted Stock will be issued in your name but held by the Company for your account, together with stock powers you will execute in favor of the Company, until the shares shall have vested. You shall execute stock power(s) in favor of the Company as a condition to receiving this award of Restricted Stock. Except as otherwise provided herein, if and when your shares of Restricted Stock vest, the Company will deliver to you the certificates for such shares.

TERMINATION OF EMPLOYMENT

Except as otherwise provided in the Plan, on termination of your employment with the Company or a Subsidiary for any reason other than death, Disability (as defined below), or for a reason approved by the Committee, in its sole discretion, your then unvested shares of Restricted Stock shall be deemed forfeited and canceled.

On termination of your employment with the Company or a Subsidiary by reason of your death, Disability (as defined below), or for a reason approved by the Committee, in its sole discretion, your then unvested shares of Restricted Stock shall be deemed vested and all restrictions thereon shall lapse.

For purposes of your Restricted Stock and this letter agreement, the term "Disability" means total disability entitling you to benefits under the Company's long-term disability plan, as in effect from time to time.

RIGHTS AS A STOCKHOLDER

You shall be entitled to vote your shares of Restricted Stock and to receive cash dividends as and when paid, to the same extent as any other holder of Common Stock of the Company which are not subject to restrictions.

ADDITIONAL SHARES SUBJECT TO RESTRICTIONS

In the event that, as a result of a stock dividend, stock split, recapitalization, combination of shares, or other adjustment in the capital stock of the Company or otherwise, or as a result of a merger, consolidation, or other reorganization, the Common Stock of the Company shall be increased, reduced, or otherwise changed, and by virtue of any such change you shall in your capacity as owner of shares of Restricted Stock be entitled to new or additional or different shares of stock or securities (other than rights or warrants to purchase securities) ("Adjustment Shares"), the certificates representing the Adjustment Shares, together with a stock power executed by you in favor of the Company shall also be delivered to and held by the Company. Any Adjustment Shares shall be Restricted Stock for all purposes of this Award Notice, subject to the same restrictions and vesting schedule as were applicable to the shares of Restricted Stock to which they relate.

If you shall receive rights or warrants in respect of any shares of Restricted Stock or any Adjustment Shares, such rights or warrants may be held, exercised, sold or otherwise disposed of by you, and any shares or other securities acquired by you as a result of the exercise of such rights or warrants likewise may be held, sold, or otherwise disposed of by you free and clear of any restrictions.

ADMINISTRATION OF THE PLAN; AUTHORITY OF THE COMMITTEE

The Plan shall be administered by the Committee. The Committee has the authority, in its sole discretion, to interpret the Plan and all awards of restricted stock thereunder, to establish, amend and rescind rules and regulations relating to the Plan, and to make any determination it believes necessary or advisable for the administration of the Plan. The scope of the Committee's authority is more fully described in the Plan. All decisions of the Committee in the administration of the Plan are conclusive and binding on you.

FORFEITURE

If (1) in the opinion of the Committee, you, without the written consent of the Company, engage directly or indirectly in any manner or capacity as principal, agent, partner, officer, director, employee, owner, promoter or otherwise, in any business or activity competitive with the business conducted by the Company or any Subsidiary, or (2) you perform any act or engage in any activity which in the opinion of the Committee is inimical to the best interests of the Company, your unvested shares of Restricted Stock shall be deemed forfeited and canceled.

MISCELLANEOUS

You have no right to assign, sell, transfer, pledge or encumber your unvested shares of Restricted Stock, except by will, or by the laws of descent and distribution.

Nothing in this letter agreement, the Plan or your Restricted Stock confers on you any right to continue in the employment of the Company or a Subsidiary or restricts the right of the Company or a Subsidiary to terminate your employment.

At the time you are taxable with respect to your Restricted Stock, the Company may deduct and withhold from amounts payable to you under the Plan or from any payment of any kind otherwise due to you, an amount sufficient to satisfy all Federal, state and/or local income and employment tax withholding requirements. In accordance with Section 14(b) of the Plan, you may elect to have the withholding obligation satisfied by authorizing the Company to hold back shares of Common Stock to be issued that have a Fair Market Value as of the date withholding is effected sufficient to satisfy the withholding amount due, or by transferring to the Company shares of Common Stock having a Fair Market Value as of the date withholding is effected sufficient to satisfy such withholding amount; provided, however, that if you are subject to Section 16(b) of the Securities Exchange Act of 1934 you may do so only in compliance with the additional requirements set forth in Section 14(b)(i)-(v) of the Plan.

This letter agreement shall be binding on and inure to the benefit of the Company (and its successors and assigns) and you (and your estate).

This letter agreement shall be governed, construed and enforced in accordance with the Plan and with the laws of the State of New York.

ACCEPTANCE

If the foregoing is acceptable to you, kindly acknowledge your acceptance and agreement by signing the enclosed copy of this letter and returning it to David Rogers, Chief Executive Officer of the Company.

Very truly yours,

LIFE STORAGE, INC.

By:_____
Name:_____
Title:_____

AGREED TO AND ACCEPTED
this ____ day of _____, 2017

_____
Joseph Saffire

Exhibit 10.3

SEPARATION AGREEMENT

This Separation Agreement ("Agreement"), dated as of November 1, 2017, is entered into by and among Life Storage, Inc., a Maryland corporation and Life Storage LP, a Delaware limited partnership (collectively the "Company"), and Paul T. Powell (the "Employee").

1. Employment Term. The Employee and the Company agree that the term of Employee's employment will end effective December 31, 2017 (the "Mutual Employment End Date") as a result of the Employee's and the Company's mutual agreement. Further, the Company and the Employee agree that as of November 1, 2017, the Employee will and hereby does resign as the Chief Investment Officer of the Company.

2. Benefits. Subject to Section 3 of this Agreement, the Employee shall be entitled to receive and the Company shall pay and provide the Employee with the following compensation and benefits, less any tax or other legally required withholdings:

(a) The Company will pay the Employee the balance of the Employee's 2017 salary in accordance with the Company's regular pay practices and other benefits through the end of 2017 in accordance with past practices;

(b) Within five (5) days of the Mutual Employment End Date, the Company shall pay the Employee Three Hundred Forty Thousand Dollars ($340,000), in the lump sum;

(c) The Employee shall continue to be eligible for a bonus, if any, pursuant to the Company's Annual Incentive Compensation Plan for senior executives based upon employment with the Company in 2017 and the performance metrics under such plan, with any such bonus to be paid in 2018 consistent with past practices of the Company;

(d) On the Mutual Employment End Date, the additional restricted stock described in Exhibit A shall vest to the same extent as if the Employee had remained in the employment of the Company through December 31, 2018;

(e) On the Mutual Employment End Date, the Employee shall be vested in the fraction of the number of shares in which the Employee would be entitled to under the performance grants set forth in Exhibit B to the same extent as of the Employee had remained in the employment of the Company through December 31, 2018 and the Employee's employment then terminated for a reason resulting in the vesting of shares, as set forth in Exhibit B;

(f) The Company shall continue to pay the premiums for the Employee's participation in the Company's group health plan, subject to normal employee contributions, through December 31, 2018, consistent with past practices; and

(g) The Company shall continue to permit the Employee to be eligible, at his sole cost and without any reimbursement by the Company, in the Company's group health plan through December 31, 2019, to the extent permitted by applicable law and the Company's plans.

2. Survival of Covenants under Employment Agreement and Other Matters. The Company and the Employee agree that as of the Mutual Employment End Date, the Employee's employment under the Employment Agreement dated as of October 22, 1999 among the Company and the Employee (as such agreement was amended and restated as of January 1, 2009) (the "Employment Agreement") is and shall be terminated and that the parties shall have no further rights and obligations thereunder, except that the Employee's obligations under Section 6(a)(i) of the Employment Agreement shall continue and be extended through December 31, 2018 and the other obligations of the Employee under Section 6 of the Employment Agreement shall continue and survive in accordance with their terms. The Employee also agrees that he will at the request of the Chief Executive Officer of the Company provide advice to the Company during 2018 related to joint ventures and acquisitions.

3. Release. In connection herewith, the Employee shall execute and deliver to the Company a standard release whereby, among other matters, the Employee releases the Company for any claims reacting to the Employee's employment, including claims with respect to discrimination. As matter of applicable law, the Employee has the right to revoke such release within seven (7) days of signing it. Thus, this Agreement shall only be effective on the eighth (8th) day following the Employee's execution of such release, provided the release has not been revoked.

4. Miscellaneous. This Agreement supersedes any prior agreements and understandings between the parties related to the matters set forth herein and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced. This Agreement shall be governed by and construed according to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement the day and year first set forth above.

LIFE STORAGE, INC.

By: /s/ David L. Rogers
Name: David L. Rogers
Title: Chief Executive Officer

/s/ Paul T. Powell
Paul T. Powell

LIFE STORAGE LP

By LIFE STORAGE HOLDINGS INC.
General Partner

By: /s/ David L. Rogers
Name: David L. Rogers
Title: Chief Executive Officer

EXHIBIT A

RESTRICTED SHARES				
Grant Date	Number of Shares Initially Awarded	Number of Shares Vested at 12/31/2017	Number of Additional Shares to Vest on Mutual Employment End Date	Number of Shares Being Forfeited
8/6/2013	7,324	5,859.2	1,464.8	0
12/24/2014	2,986	2,986	0	0
12/17/2015	3,176	2,116	1,060	0
12/22/2016	3,878	1,292	1,292	1,294
2/22/2017	1,789	0	357	1,432

EXHIBIT B

PERFORMANCE SHARES				
Grant Date	Target Number of Performance Shares	Performance Period	Number of Full Calendar Months Elapsed During 36 Month Performance Period Through December 31, 2018	Percentage of Shares to Vest*
12/24/2014	2,986	12/25/2014 to 12/24/2017	36	100%
12/17/2015	3,176	12/18/2015 to 12/17/2018	36	100%
12/22/2016	3,878	12/23/2016 to 12/22/2019	24	66.67%
2/22/2017	1,789	2/23/2017 to 2/22/2020	22	61%

* The actual number of shares to be awarded to be based upon Company performance through the end of the applicable Performance Period

Exhibit 10.4

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is made as of November 1, 2017, by and between Life Storage, Inc., a Maryland corporation (the "Corporation"), Life Storage LP, a Delaware limited partnership (the "Operating Partnership" and, collectively with the Corporation, the "Indemnitors"), and Carol Hansell, a director of the Corporation ("Director").

RECITALS

WHEREAS, candidates highly qualified for service on the boards of directors of publicly-held corporations have become increasingly reluctant to serve in that capacity or in other related capacities unless they are provided with strong protection through indemnification and insurance against the substantial and escalating risks of, and potential liability from, claims and actions arising out of their service to and activities on behalf of such corporations, which risks, absent such adequate protection, would far outweigh the compensation and other benefits to such persons of serving as directors;

WHEREAS, although the Board of Directors of the Corporation (the "Board") has determined that, in order to attract and retain such persons to serve on the Board, the Corporation will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving on the Board and in other related capacities from certain liabilities, the Board recognizes that such insurance may be available to it in the future only at higher premiums and with more exclusions from its coverage, which reduces the value of such insurance to directors and increases the importance of indemnification by the Corporation to protect directors against such liabilities;

WHEREAS, it is essential for the Corporation to be able to attract and retain the most capable persons available to serve on the Board, and the uncertainties relating to such insurance and indemnification has increased the difficulty of attracting and retaining such persons;

WHEREAS, the Corporation indirectly controls the Operating Partnership (through its ownership of the general partner of the Operating Partnership (the "General Partner")) and conducts substantially all of its business through the Operating Partnership, such that the Operating Partnership would benefit from the Corporation's ability to attract and retain the most qualified persons to serve on its Board of Directors;

WHEREAS, in order to induce the most qualified persons to serve and continue to serve as directors of the Corporation, the Indemnitors desire to provide directors with specific contractual assurance of their rights to full indemnification against litigation risks and expenses associated with their service as a director of the Corporation and in other related capacities regardless of, among other things, any amendment to or revocation of the Corporation's charter or Bylaws or any change in the ownership of the Corporation or in the composition of the Board;

WHEREAS, the Indemnitors intend that this Agreement will provide Director with greater protection than that which is provided by the Corporation's charter and Bylaws, the Agreement of Limited Partnership of the Operating Partnership and that this Agreement shall supplement and be in furtherance of the By-laws of the Corporation and any resolutions adopted pursuant thereto as well as the Agreement of Limited Partnership of the Operating Partnership, shall not be deemed a substitute therefor, and shall not diminish or abrogate any rights of Director thereunder;

WHEREAS, Director is relying upon the rights afforded under this Agreement in deciding to begin serving or continue to serve as a director of the Corporation; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and in order to induce Director to serve as or to continue to serve as a director of the Corporation and in consideration of Director's so serving, the Indemnitors and Director do hereby covenant and agree as follows:

Section 1. Services to the Corporation. Director agrees to continue to serve as a director of the Corporation and may serve as a director, officer, employee, agent or fiduciary of one or more Covered Entities (as defined below). Director may at any time and for any reason resign from any such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Corporation shall have no obligation under this Agreement to continue Director in any such position. This Agreement shall not be deemed an employment contract between Director and the Corporation (or any Covered Entity). The foregoing notwithstanding, this Agreement shall continue in force after Director has ceased to serve as a director of the Corporation or otherwise ceased to have Corporate Status (as defined below).

Section 2. Definitions. As used in this Agreement:

(a) A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Unless explicitly approved by the Incumbent Board (as defined below), any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Corporation representing 20% or more of the combined voting power of the Corporation's then outstanding securities;

(ii) Change in Board of Directors. A change in the composition of the Board of Directors of the Corporation such that the individuals who, as of the date hereof, constitute the Board of Directors of the Corporation (such Board of Directors shall be hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors of the Corporation; provided, however, for purposes of this clause (ii), any individual who becomes a member of the Board of Directors of the Corporation subsequent to the date hereof whose election, or nomination for election by the Corporation's shareholders, was approved by a vote of at least a majority of those individuals who are members of the Board of Directors of the Corporation and who were also members of the Incumbent Board (or deemed to be such pursuant to this provision) shall be considered as though such individual were a member of the Incumbent Board; but, provided, further, that any such individual whose initial assumption of office occurs as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors of the Corporation shall not be so considered as a member of the Incumbent Board; or

(iii) Corporation Transactions. The effective date of a merger or consolidation of the Corporation with any other entity, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 60% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) Liquidation. Unless the liquidation is explicitly approved by the Incumbent Board, the approval by the shareholders of the Corporation of a complete liquidation of the Corporation, or a plan therefor, or an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets; and

(v) Other Events. Unless the event is explicitly approved by the Incumbent Board, there occurs any event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Exchange Act, as hereinafter defined, regardless of whether the Corporation is then subject to such reporting requirement.

Solely for purposes of this Section 2(a), the following terms shall have the following meanings:

(A) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(B) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act and, for greater clarity, shall include, without limitation, any entity or "group" within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act; provided, however, that Person shall exclude (i) the Corporation, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation, and (iii) any corporation owned, directly or indirectly, by the shareholders of the Corporation in substantially the same proportions as their ownership of stock of the Corporation.

(C) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the shareholders of the Corporation approving a merger, consolidation or other business combination of the Corporation with another entity.

(b) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Corporation or any Covered Entity.

(c) "Covered Entity" shall mean the Corporation, the Operating Partnership, the General Partner and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise (as well as any domestic or foreign predecessor entity of each such entity in a merger, consolidation or other transaction) of which Director is, was or may be deemed to be serving at the request of the Corporation as a director, officer, employee, partner (limited or general), trustee, agent or fiduciary. References to "serving at the request of the Corporation" shall include any service as a director, officer, employee, partner (limited or general), trustee, agent or fiduciary of a Covered Entity which imposes duties on, or involves services by, such director, officer, employee, partner (limited or general), trustee, agent or fiduciary with respect to an employee benefit plan, its participants or beneficiaries.

(d) "Disinterested Director" means a director of the Corporation who is not and was not a party to the Proceeding in respect of which indemnification is sought by Director.

(e) "Disqualifying Conduct" means (A) the act or omission of Director was material to the matter giving rise to the Proceeding and (1) was committed in bad faith or (2) was the result of active and deliberate dishonesty, (B) Director actually received an improper personal benefit in money, property or services, or (C) in the case of any criminal Proceeding, Director had reason to believe that his conduct was unlawful.

(f) "Expenses" shall include all reasonable attorneys' fees, retainers, court and arbitration costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, scanning and data processing charges, electronic legal research and other database charges, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 12(d) only, Expenses incurred by Director in connection with the interpretation, enforcement or defense of Director's rights under this Agreement, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Director or the amount of judgments or fines (including any excise tax assessed with respect to any employee benefit plan) against Director.

(g) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and that neither presently is, nor in the past five years has been, retained to represent any of the following: (i) the Indemnitors or Director in any matter material to either such party (other than with respect to matters concerning Director under this Agreement, or of other Directors under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Indemnitors or Director in an action to determine Director's rights under this Agreement. The Indemnitors agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(h) "Losses" means Expenses, judgments, costs, fines (including any excise tax assessed with respect to any employee benefit plan) and amounts paid in settlement actually incurred by Director (net of any related insurance proceeds or other indemnification payments received by Director or paid on Director's behalf as described in Section 7(a)).

(i) "Proceeding" shall include any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Corporation or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Director was, is or may be involved as a party or otherwise by reason of Director's Corporate Status or by reason of any action taken by him or of any action or omission on his part in connection with Director's Corporate Status, in each case regardless of whether Director retains Corporate Status at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement. However, a "Proceeding" does not include an action, suit or proceeding initiated by Director to enforce his rights under this Agreement.

Section 3. Indemnification. The Indemnitors shall indemnify Director and hold Director harmless against any and all Losses in connection with any present or future threatened, pending or completed Proceeding, regardless of whether such Proceeding is by or in the right of the Corporation, based upon arising from, relating to, or by reason of Director's Corporate Status; provided, that no indemnification pursuant to this Section 3 may be made to Director or on Director's behalf with respect to any Proceeding if a final judgment or other final adjudication adverse to Director establishes that Director engaged in Disqualifying Conduct with respect to such Proceeding.

Section 4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that Director is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in the defense of any claim, issue or matter therein, in whole or in part, the Indemnitors shall indemnify Director against all Expenses actually and reasonably incurred by him in connection therewith. If Director is not wholly successful in such Proceeding, the Indemnitors also shall indemnify Director against all Expenses reasonably incurred in connection with each successfully resolved claim, issue or matter and each claim, issue or matter related to each successfully resolved claim, issue, or matter. For purposes of this Section 4 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 5. Indemnification For Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Director is, by reason of his Corporate Status, a witness in any Proceeding to which Director is not a party, he shall be indemnified by the Indemnitors against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

Section 6. Additional Indemnification.

(a) Notwithstanding any limitation in Sections 3 or 4, the Corporation shall indemnify Director to the fullest extent permitted by applicable law if Director is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Corporation to procure a judgment in its favor) against all Losses of Director in connection with the Proceeding.

(b) For purposes of this Agreement, the meaning of the phrase "to the fullest extent permitted by applicable law" shall include the following:

(i) with respect to the Corporation:

(A) to the fullest extent permitted by the provisions of Maryland law that authorize, permit or contemplate additional indemnification by agreement, or the corresponding provisions of any amendment to or replacement of such provisions of Maryland law; and

(B) to the fullest extent authorized or permitted by any amendments to or replacements of such provisions of Maryland law adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

(ii) with respect to the Operating Partnership:

(A) to the fullest extent permitted by the provisions of Delaware law that authorize, permit or contemplate additional indemnification by agreement, or the corresponding provisions of any amendment to or replacement of such provisions of Delaware law; and

(B) to the fullest extent authorized or permitted by any amendments to or replacements of such provisions of Delaware law adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 7. Exclusions. Notwithstanding any provision in this Agreement, neither of the Indemnitors shall be obligated under this Agreement to make any indemnity or advance in connection with any claim made against Director:

(a) for which payment has actually been made to or for the account of Director under any insurance policy, other indemnity provision, contract or agreement, except with respect to any excess beyond the amount paid to Director under any insurance policy, other indemnity provision, contract or agreement;

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Director of securities of the Corporation that did, in fact, violate Section 16(b) of the Exchange Act or (ii) any reimbursement of the Corporation by Director of any bonus or other incentive-based or equity-based compensation or of any profits realized by Director from the sale of securities of the Corporation, as required in each case under the Exchange Act;

(c) except as otherwise provided in Section 12(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Director, including any Proceeding (or any part of any Proceeding) initiated by Director against the Corporation or its directors, officers or employees, unless (i) the Board of Directors of the Corporation authorized the Proceeding (or any part of any Proceeding) prior to its initiation, or (ii) the Corporation provides the indemnification, in its sole discretion, pursuant to the powers vested in the Corporation under applicable law; or

(d) in the event that the Indemnitors are advised, in a written opinion of their regular outside legal counsel, that their performance of any provision of this Agreement would violate Section 13(k) of the Exchange Act, then the parties agree to revise and replace such provision in a manner that will result in a new provision that does not violate such provision and the legal effect of which comes as close as possible to what the parties had intended to achieve with the original provision.

Section 8. Advances of Expenses. Notwithstanding any provision of this Agreement to the contrary, the Indemnitors shall advance, to the extent not prohibited by law, the Expenses incurred by Director (or reasonably expected to be incurred by Director during the six months following any such request) in connection with any Proceeding, and such advancement shall be made within 30 days after the receipt by the Indemnitors of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Director's ability to repay the amounts advanced and without regard to Director's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Indemnitors to support the advances claimed. The Director shall qualify for advances from the Operating Partnership upon the execution and delivery to the Indemnitors of this Agreement, which shall constitute an undertaking providing that Director undertakes to repay the advance to the extent that it is ultimately determined that Director is not entitled to be indemnified by the Operating Partnership. To qualify for advances from the Corporation, Director must execute and deliver to the Corporation (a) a written undertaking providing that Director undertakes to repay the advance to the Corporation to the extent that it is ultimately determined that Director is not

entitled to be indemnified by the Corporation and (b) a written affirmation by Director of Director's good faith belief that the standard of conduct necessary for indemnification by the Corporation as authorized by Maryland law and this Agreement has been met. This Section 8 shall not apply to any claim made by Director for which indemnity is excluded pursuant to Section 7.

Section 9. Procedure for Notification and Defense of Claim.

(a) Director shall notify the Indemnitors in writing of any matter with respect to which Director intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Director of written notice thereof. The written notification to the Indemnitors shall include a description of the nature of the Proceeding and the facts underlying the Proceeding. To obtain indemnification under this Agreement, Director shall submit to the Indemnitors a request, including therein or therewith such documentation and information as is reasonably available to Director and is reasonably necessary to determine whether and to what extent Director is entitled to indemnification following the final disposition of such action, suit or proceeding. The omission by Director to notify the Indemnitors hereunder will not relieve the Indemnitors from any liability which they may have to Director hereunder or otherwise than under this Agreement, and any delay in so notifying the Indemnitors shall not constitute a waiver by Director of any rights under this Agreement. The Secretary of the Corporation shall, promptly upon receipt of such a request for indemnification, advise the Board and the General Partner in writing that Director has requested indemnification.

(b) Each of the Indemnitors will be entitled to participate in the Proceeding at its own expense.

Section 10. Procedure Upon Application for Indemnification .

(a) Upon written request by Director for indemnification pursuant to the first sentence of Section 9(a), a determination, if required by applicable law or this Agreement, with respect to Director's entitlement thereto shall be made in the specific case:

(i) if a Change in Control shall have occurred, by Independent Counsel selected in accordance with Section 10(b) in a written opinion to the Board, a copy of which shall be delivered to Director; or

(ii) if a Change in Control shall not have occurred, in the following manner:

(A) by the Board acting by majority vote of a quorum of Disinterested Directors; or

(B) if such a quorum is not obtainable or, even if obtainable, a quorum of Disinterested Directors, acting by majority vote, so directs, (x) by the Board upon the opinion in writing of Independent Counsel selected in accordance with Section 10(b), or (y) by the shareholders of the Corporation.

If it is so determined that Director is entitled to indemnification, payment to Director shall be made within ten days after such determination. Director shall cooperate with the person, persons or entity making such determination with respect to Director's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Director and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Director in so cooperating with the person, persons or entity making such determination shall be borne by the Indemnitors (irrespective of the determination as to Director's entitlement to indemnification) and the Indemnitors hereby indemnifies and agrees to hold Director harmless therefrom.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(a) hereof, the Independent Counsel shall be selected as provided in this Section 10(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Corporation shall give written notice to Director advising him of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Director (unless Director shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Director shall give written notice to the Corporation advising it of the identity of the Independent Counsel so selected. In either event, Director or the Corporation, as the case may be, may, within ten days after such written notice of selection shall have been given, deliver to the Corporation or to Director, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court or an arbitrator has determined that such objection is without merit. If, within 20 days after the later of submission by Director of a written request for indemnification pursuant to Section 10(a) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Corporation or Director may petition a court of competent jurisdiction or commence an arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association for resolution of any objection that shall have been made by the Corporation or Director to the other's selection of Independent Counsel or for the appointment as Independent Counsel of a person selected by such court or arbitrator or by such other person as such court or arbitrator shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 12(a), Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

Section 11. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or entity making such determination shall, to the fullest extent permitted by law, presume that Director is entitled to indemnification under this Agreement if Director has submitted a request for indemnification in accordance with Section 9(a), and the Indemnitors shall, to the fullest extent permitted by law, have the burden of proof, by clear and convincing evidence, to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Corporation (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action or arbitration pursuant to this Agreement that indemnification is proper in the circumstances because indemnification of Director is not barred pursuant to the provisions of this Agreement or otherwise, nor an actual determination by the Corporation (including by its directors or Independent Counsel) that indemnification of Director is barred pursuant to the provisions of this Agreement or otherwise, shall be a defense to such action or arbitration or create a presumption that Director is not entitled to indemnification. The termination of any Proceeding or any claim, issue or matter therein by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Director engaged in Disqualifying Conduct.

(b) Subject to Section 12(e), if the person, persons or entity empowered or selected under Section 10 to determine whether Director is entitled to indemnification shall not have made a determination within 60 days (or 30 days if the request was for an advance) after receipt by the Indemnitors of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent permitted by law, be deemed to have been made and Director shall be entitled to such indemnification, absent (i) a misstatement by Director of a material fact, or an omission of a material fact necessary to make Director's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation or information relating thereto; and provided, further, that the foregoing provisions of this Section 11(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the shareholders pursuant to Section 10(a) and if (A) within 15 days

after receipt by the Indemnitors of the request for such determination the Board of Directors has resolved to submit such determination to the shareholders for their consideration at an annual meeting thereof to be held within 75 days after such receipt and such determination is made thereat, or (B) a special meeting of shareholders is called within 15 days after such receipt for the purpose of making such determination, such meeting is held for such purpose within 60 days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(a).

(c) For purposes of any determination of whether Director acted in bad faith, Director shall be deemed to have acted in good faith if Director acted in reliance on the records or books of account of a Covered Entity, including financial statements, or on information supplied to Director by the officers of a Covered Entity in the course of their duties, or on the advice of legal counsel for the Covered Entity or on information or records given or reports made to the Covered Entity by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Covered Entity. The provisions of this Section 11(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Director may be deemed to be entitled to indemnification.

(d) A person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed not to have acted in "bad faith" as referred to in this Agreement.

(e) The knowledge or actions, or failure to act, of any director, officer, agent or employee of the Covered Entity shall not be imputed to Director for purposes of determining the right to indemnification under this Agreement.

Section 12. Remedies of Director.

(a) Subject to Section 12(c), in the event that (i) a determination is made pursuant to Section 10 that Director is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 8, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10(a) within 90 days (or 30 days if the request was for an advance) after receipt by the Indemnitors of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 4 or 5 or the last sentence of Section 10(a) within ten days after receipt by the Indemnitors of a written request therefor, or (v) payment of indemnification pursuant to Section 3 or 6 is not made within ten days after a determination has been made that Director is entitled to indemnification, Director shall be entitled to an adjudication by a court of his entitlement to such indemnification or advancement of Expenses. Alternatively, Director, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Director shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Director first has the right to commence such proceeding pursuant to this Section 12(a); provided, however, that the foregoing clause shall not apply in respect of a proceeding brought by Director to enforce his rights under Section 5. The Indemnitors shall not oppose Director's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 10(a) that Director is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Director shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 12 the Indemnitors shall have the burden of proving by clear and convincing evidence that Director is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 10(a) that Director is entitled to indemnification, the Indemnitors shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent (i) a misstatement by Director of a material fact, or an omission of a material fact necessary to make Director's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Indemnitors shall, to the fullest extent permitted by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Indemnitors are bound by all the provisions of this Agreement. It is the intent of the Indemnitors that Director not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Director's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to Director hereunder. The Indemnitors shall indemnify Director against any and all Expenses and, if requested by Director, shall (within 10 days after receipt by the Indemnitors of a written request therefor) advance, to the extent not prohibited by law, such expenses to Director, which are incurred by Director in connection with any action brought by Director for indemnification or advance of Expenses from the Indemnitors under this Agreement or under any directors' and officers' liability insurance policies maintained by the Indemnitors, regardless of whether Director ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding, whether by settlement or otherwise.

(f) During the interval between the Indemnitors' receipt of Director's request for indemnification and the later to occur of (a) payment in full to Director of such indemnification, or (b) a final determination (if required) pursuant to Sections 10 and 11 that Director is not entitled to indemnification, the Indemnitors shall protect Director against loss which, for purposes of this Agreement, shall mean the taking of the necessary steps (regardless of whether such steps require expenditures to be made by the Indemnitors at that time) to stay, pending a final determination of Director's entitlement to indemnification (and, if Director is so entitled, the payment thereof), the execution, enforcement or collection of any judgments, penalties, fines (including any excise tax assessed with respect to any employee benefit plan) or any other amounts for which Director may be liable in order to avoid his being or becoming in default with respect to any such amounts (such necessary steps to include, but not be limited to, the procurement of a surety bond to achieve such stay), within five business days after receipt of Director's written request therefor, together with a written undertaking by Director to repay, no later than 60 days following receipt of a statement therefor from the Indemnitors, amounts (if any) expended by the Indemnitors for such purpose, if it is ultimately determined (if such determination is required) pursuant to Sections 10 and 11 that Director is not entitled to be indemnified against such judgments, penalties, fines (including any excise tax assessed with respect to any employee benefit plan) or other amounts.

Section 13. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Director may at any time be entitled under applicable law, the Corporation's charter, the Corporation's By-laws, the Agreement of Limited Partnership of the Operating Partnership, the organizational and governing documents of any Covered Entity, any agreement, a vote of shareholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Director under this Agreement in respect of any action taken or omitted by such Director in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Maryland law or Delaware law, as applicable, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Corporation's charter and By-laws, the Agreement of Limited Partnership of the Operating Partnership and this Agreement, as applicable, it is the intent of the parties hereto that Director shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that either of the Indemnitors maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of such Indemnitor or of any other Covered Entity, Director shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, either of the Indemnitors has director and officer liability insurance in effect, such Indemnitor shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. Such Indemnitor shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Director, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Indemnitors shall be subrogated to the extent of such payment to all of the rights of recovery of Director, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Indemnitors to bring suit to enforce such rights.

Section 14. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Director for any reason whatsoever, then the Indemnitors, in lieu of indemnifying Director, shall contribute to the Losses incurred by Director in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (a) the relative benefits received by the Covered Entities (and their directors, officers, employees and agents other than Director), on one hand, and Director, on the other hand, as a result of the events or transactions giving cause to such Proceeding, or (b) if the allocation described in clause (a) above is not permitted by applicable law, the relative fault of the Covered Entities (and their directors, officers, employees and agents other than Director), on one hand, and Director, on the other hand, in connection with such events or transactions. The relative fault of the Covered Entities (and their directors, officers, employees and agents other than Director), on one hand, and Director, on the other hand, in connection with the events or transactions giving cause to such Proceeding shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary, and the degree to which their conduct is active or passive. The relative benefits received by the Covered Entities (and their directors, officers, employees and agents other than Director), on one hand, and Director, on the other hand, in connection with the events or transactions giving cause to such Proceeding shall be limited to direct and indirect financial benefits actually derived by the applicable person, his designees or his intended beneficiaries from the action or inaction in connection with the events or transactions giving cause to such Proceeding, and shall not include any non-financial benefits or any benefits that were not actually received by the applicable person, his designees or his intended beneficiaries.

Section 15. Joint and Several Obligations. The obligations of the Corporation and the Operating Partnership under this Agreement shall be joint and several.

Section 16. Retroactive Effect; Binding Agreement.

(a) All agreements and obligations of the Indemnitors contained herein shall commence upon the date that Director first became a director of the Corporation, shall continue during the period of Director's Corporate Status and shall continue thereafter so long as Director shall be subject to any possible Proceeding by reason of Director's Corporate Status. In this regard, the provisions contained herein are intended to be retroactive and the full benefits hereof shall be available in respect of any alleged or actual occurrences, acts or failures to act that occurred prior to the date hereof.

(b) This Agreement shall be binding upon the Indemnitors and their respective successors and assigns. The Corporation shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporation or the Operating Partnership, by agreement in form and substance reasonably satisfactory to Director, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Indemnitors would be required to perform if no such succession had taken place. To the extent that either of the Indemnitors maintains one or more insurance policies providing liability insurance for the directors and officers of the Corporation, upon any Change of Control, such Indemnitor shall use commercially reasonable efforts to obtain or arrange for continuation or "tail" coverage for Director to the maximum extent obtainable at such time.

(c) This Agreement shall inure to the benefit of and be enforceable by Director's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. Without limiting the generality of the preceding sentence, if Director should die while any amounts would still be payable to him hereunder if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Director's devisee, legatee, or other designee, or if there be no such designee, to his estate.

Section 17. Severability; Invalidity. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law, (ii) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto, and (iii) to the fullest extent possible, the provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 18. Entire Agreement.

(a) Each of the Indemnitors expressly confirm and agree that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Director to continue to serve as a director of the Corporation, and each of the Indemnitors acknowledges that Director is relying upon this Agreement in serving as a director of the Corporation and having Corporate Status with respect to any Covered Entity.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the charter of the Corporation, the By-laws of the Corporation, the Agreement of Limited Partnership of the Operating Partnership and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Director thereunder.

Section 19. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

Section 20. Notice by Director. Director agrees promptly to notify the Indemnitors in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Director to so notify the Indemnitors shall not relieve the Indemnitors of any obligation which it may have to Director under this Agreement or otherwise.

Section 21. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(i) If to Director, at the address or fax number indicated on the signature page of this Agreement, or such other address as Director shall provide to the Indemnitors; and

(ii) If to the Indemnitors, at the address or fax number for each Indemnitor indicated on the signature page of this Agreement, or at such other address or fax number as may have been furnished to Director by such Indemnitor.

Section 22. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Director pursuant to Section 10(b), the Corporation, the Operating Partnership and Director hereby irrevocably and unconditionally (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the courts of the State of Maryland (the "Designated Court"), and not in any other state or federal court in the United States of America or any court in any other country, (b) consent to submit to the exclusive jurisdiction of the Designated Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (c) waive any objection to the laying of venue of any such action or proceeding in the Designated Court, and (d) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Designated Court has been brought in an improper or inconvenient forum.

Section 23. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 24. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine or neuter pronoun where appropriate. Use of the plural nouns shall be deemed to include usage of the singular form of such noun where appropriate. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless otherwise indicated, references in this Agreement to any "Section" shall be deemed to refer to the indicated Section of this Agreement. The headings set forth in this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

LIFE STORAGE, INC.

By: /s/David L. Rogers
Name: David L. Rogers
Title: Chief Executive Officer

Address: 6467 Main Street
Buffalo, NY 14221

Fax Number: (716) 633-3397

LIFE STORAGE LP

BY: LIFE STORAGE HOLDINGS, INC, its general partner

By: /s/David L. Rogers
Name: David L. Rogers
Title: Chief Executive Officer

Address: 6467 Main Street
Buffalo, NY 14221

Fax Number: (716) 633-3397

DIRECTOR

/s/Carol Hansell
Name: Carol Hansell

Address: _____
_____

Fax Number: (___) _____

[SIGNATURE PAGE TO INDEMNIFICATION AGREEMENT]

Exhibit 10.5

EMPLOYMENT AGREEMENT
As Amended and Restated as of November 1, 2017

THIS EMPLOYMENT AGREEMENT ("Employment Agreement") is entered into as of the 1st day of November, 2017, among Life Storage, Inc., a Maryland corporation and Life Storage LP, a Delaware limited partnership (the "Corporation" or the "Partnership", respectively and collectively the "Company"), and Andrew J. Gregoire (the "Executive").

W I T N E S S E T H:

WHEREAS, the Company and the Executive are parties to a certain Employment Agreement dated as of October 22, 1999, which Employment Agreement was amended and restated as of January 1, 2009 (the "Existing Employment Agreement");

WHEREAS, the Executive is a valuable executive of the Company and an integral party of its management team; and

WHEREAS, the Company and the Executive desire to amend and restate the Existing Employment Agreement in its entirety to set forth the terms and conditions of the Executive's continued employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Employment.

(a) The Company hereby employs the Executive as Chief Financial Officer of the Company and the Executive hereby accepts such employment, on the terms and subject to the conditions hereinafter set forth.

(b) During the term of this Employment Agreement, the Executive shall be and have the title of Chief Financial Officer of the Company and shall devote his entire business time and all reasonable efforts to his employment in that capacity with such other duties as may be reasonably requested from time to time by the Board of Directors of the Company, which duties shall be consistent with such position. For service as an officer and employee of the Company, the Company agrees that the Executive shall be entitled to the full protection of the applicable indemnification provisions of the Articles of Incorporation and By-laws of the Corporation (including the provisions for advances), as the same may be amended from time to time.

2. Compensation.

The Company will pay the Executive the salary and bonus and provide the benefits set forth in Exhibit A to this Employment Agreement.

3. Term.

This Employment Agreement shall have a continuous term until terminated as provided in Paragraph 4.

4. Termination.

(a) Death or Retirement. This Employment Agreement will terminate upon the Executive's death or retirement.

(b) Disability. The Company may terminate this Employment Agreement upon at least thirty (30) days' written notice in the event of the Executive's "disability." For purposes of this Employment Agreement,

the Executive's "disability" shall be deemed to have occurred only after one hundred fifty (150) days in the aggregate during any consecutive twelve (12) month period, or after one hundred twenty (120) consecutive days, during which one hundred fifty (150) or one hundred twenty (120) days, as the case may be, the Executive, by reason of his physical or mental disability or illness, shall have been unable to substantially discharge his duties under this Employment Agreement. The date of disability shall be such one hundred fiftieth (150th) or one hundred twentieth (120th) day, as the case may be. In the event either the Company or the Executive, after receipt of notice of the Executive's disability from the other, disputes whether the Executive's disability shall have occurred, the Executive shall promptly submit to a physical examination by the chief of medicine of any major accredited hospital in the Buffalo, New York area and, unless such physician shall issue his written statement to the effect that in his opinion, based on his diagnosis, the Executive is capable of resuming his employment and devoting his full time and energy to discharging his duties within thirty (30) days after the date of such statement, such permanent disability shall be deemed to have occurred.

(c) Cause. The Company may terminate this Employment Agreement for "cause." For purposes of this Employment Agreement, "cause" shall mean

(i) The Executive's fraud, commission of a felony, commission of an act or series of acts of dishonesty which are materially inimical to the best interests of the Company, or the Executive's willful and substantial failure to perform his duties under this Employment Agreement, which failure has not been cured within a reasonable time (which shall not be less than thirty (30) days) after the Company gives notice thereof to the Executive; or

(ii) The Executive's material breach of any material provision of this Employment Agreement which breach, if capable of being cured, has not been cured in all substantial respects within thirty (30) days) after the Company gives notice thereof to the Executive; or

(iii) The Executive's commission of an act of moral turpitude, dishonesty or fraud which would in the good faith determination of the Board of Directors of the Corporation (the "Board") render his continued employment materially damaging or detrimental to the Company.

(d) Termination Without Cause. The Company may terminate this Employment Agreement without cause by notifying the Executive in writing of its election to terminate at least thirty (30) days before the effective date of termination. The Executive may, on written notice to the Company, accelerate the effective date of termination to any other date of his choosing up to the date of notice of acceleration.

(e) Termination for Good Reason. The Executive may terminate this Employment Agreement for "Good Reason" which shall mean the occurrence of one or more of the following events provided that, in the case of events described in (i), (ii), (iii) or (iv), the Executive shall give the Company a written notice, within 90 days following the initial occurrence of the event, describing the event that the Executive claims to be Good Reason and stating the Executive's intention to terminate employment unless the Company takes appropriate corrective action:

"Good Reason" shall exist if:

(i) the Company materially changes the Executive's duties and responsibilities as set forth in this Employment Agreement or changes his title or position without his consent;

(ii) the Executive's place of employment or the principal executive offices of the Company are located more than fifty (50) miles from the geographical center of Williamsville, New York;

(iii) the Company materially diminishes the salary, fringe benefits or other compensation being paid to the Executive;

(iv) there occurs a material breach by the Company of any of its obligations under this Employment Agreement

(v) the failure of any successor of the Company to furnish the assurances provided for in Section 7(c).

In the case of events described in (i), (ii), (iii) or (iv), the Company shall have 30 days from the date of receipt of the written notice from the Executive stating his claim of Good Reason in which to take appropriate corrective action. If the Company does not cure the Good Reason, the Good Reason will be deemed to have occurred at the end of the 30-day period.

(f) Termination By Mutual Agreement. This Employment Agreement may be terminated by mutual agreement of the Company and the Executive.

(g) Resignation. The Executive may terminate this Employment Agreement at any time with sixty (60) days' written notice to the Company, and the Company may accelerate the effective date of termination to any other date up to the date of notice of acceleration.

(h) Payment of Compensation Due. The Company will pay the Executive on the effective date of termination all unpaid compensation accrued at the rate set forth on Exhibit A through the effective date of termination.

5. Severance Payments.

(a) Termination Without Cause or for Good Reason. The Company will make the severance payments specified in Section 5(b) below if this Employment Agreement is terminated pursuant to Sections 4(d) (Without Cause) or (e) (for Good Reason) hereof. In addition, the employee welfare benefits referred to in Exhibit A, Section 1(c) shall be continued for a period of thirty (30) months after termination of employment provided, however, the Executive and not the Company shall pay the premiums for any such benefits during the first 6-months of the 30-month period following the Executive's Separation from Service in any case where the payment of the premiums by the Company would constitute gross income to the Executive.

(b) Severance Payments. In the event this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) prior to, or more than two years after, a Section 409A Change in Control of the Company or a Non-Section 409A Change in Control of the Company , the Company will pay the Executive an aggregate amount equal to two (2) times the salary and bonus paid to the Executive in the prior calendar year (the "Non-Change in Control Severance"). In the event this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) at the time of or within two years after a Section 409A Change in Control of the Company or a Non-Section 409A Change in Control of the Company, the Company will pay the Executive an aggregate amount equal to two and a half (2.5) times the salary and bonus paid to the Executive in the prior calendar year.

(c) Severance Payments Without Change in Control. Except as set forth in Section 5(d) below, the severance payable pursuant to Section 5(b) shall paid in thirty (30) equal monthly payments each in an amount equal to 1/30th of the aggregate amount of the severance payments. The 30 monthly payments described in the preceding sentence shall be deemed a series of separate payments within the meaning of Treas. Reg. §1.409A-2(b)(2)(iii). The first six monthly payments shall be paid to the Executive in a lump sum within 30 days following his Separation from Service. The remaining twenty-four (24) monthly payments shall be paid to the Executive in twenty-four (24) separate payments on the first day of twenty-four (24) successive calendar months with the first payment occurring on the first day of the seventh calendar month beginning after the date of the Executive's Separation from Service. The parties affirm that it is their intent that the first six monthly payments be excluded from the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") by reason of the "short-term deferral" rule set forth at Regulation §1.409A-1(b)(4).

(d) Severance Payments With Change in Control.

(i) Section 409A Change in Control. If this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) within two years after a Section 409A Change in Control of the Company has occurred, or if a Section 409A Change in Control of the Company occurs while the Company is making Non-Change in Control Severance payments, the Executive shall receive the applicable severance payments specified in Section 5(b) (or the remaining balance thereof) in a lump sum. The lump sum shall be paid within 30 days after the effective date of the Executive's Separation from Service or, if the Section 409A Change in Control occurs after the Executive's Separation from Service, within 30 days after such Section 409A Change in Control. Notwithstanding the foregoing, the applicable severance payments specified in Section 5(b) shall not be paid to the Executive (except for the lump sum equal to six monthly payments provided in the third sentence of Section 5(c)) before the day following the 6-month anniversary of the Executive's Separation from Service unless the Executive shall have received an opinion of counsel satisfactory to the Executive that payment before that date will not be a violation of Code Section 409A(a)(2)(B)(i) (concerning the 6-month delay rule). In the event that the Executive shall fail to obtain such an opinion of counsel, the Company or its successor shall, within 30 days after the later of the Executive's Separation from Service or the Section 409A Change in Control, transfer the remaining balance of the monthly payments due the Executive to a rabbi trust (similar to the trust described in Revenue Procedure 92-64) under a trust agreement that requires payment of such remaining balance to the Executive in a lump sum on the day following the 6-month anniversary of the Executive's Separation from Service.

(ii) Non-Section 409A Change in Control. If this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) within two years after a Non-Section 409A Change in Control of the Company has occurred, or if a Non-Section 409A Change in Control of the Company occurs while the Company is making Non-Change in Control Severance payments to the Executive pursuant to Section 5(b) and 5(c), the Company or its successor shall, within 30 days after the Non-Section 409A Change in Control, transfer the remaining balance of the monthly payments due the Executive to a rabbi trust (similar to the trust described in Revenue Procedure 92-64) under a trust agreement that requires payment of such remaining balance to the Executive from the trust in accordance with the original payment schedule under Section 5(c).

(e) Reimbursement of Legal Fees and Expenses. The Company shall also reimburse the Executive (promptly upon documented request), the amount of all legal fees and expenses reasonably incurred by the Executive in connection with any good faith claim for severance compensation hereunder, including all such fees and expenses incurred in contesting or disputing, by arbitration or otherwise, any such termination or in seeking to obtain or enforce any right or benefit provided by this Employment Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Section 4999 of the Code to any payment or benefit provided hereunder.

(f) No Obligation To Mitigate Damages. The Executive shall be under no obligation to mitigate damages with respect to termination and in the event the Executive is employed or receives income from any other source there shall be no offset therefor against the amounts due from the Company hereunder.

(g) Reduction of Severance Pay To Avoid Excise Taxes. Notwithstanding anything herein to the contrary, the amounts payable to the Employee pursuant to Sections 5(b), Section 5(c) and Section 5(d) shall be reduced to the extent necessary to avoid imposition on the Employee of any tax on excess parachute payments under Section 4999 of the Code.

6. Covenants and Confidential Information.

(a) The Executive acknowledges the Company's reliance and expectation of the Executive's continued commitment to performance of his duties and responsibilities during the term of this Employment Agreement. In light of such reliance and expectation on the part of the Company:

(i) During the term of this Employment Agreement and, during the one-year period following the termination of this Employment Agreement, the Executive shall not: (A) own, manage, control or participate in the ownership, management, or control of, or be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any other corporation, partnership, proprietorship, firm, association or other business entity engaged in the business of, or otherwise engage in the business of, acquiring, owning, developing or managing self-storage facilities; provided, however, that the ownership of not more than one percent (1%) of any class of publicly traded securities of any entity is permitted ; or (B) directly or indirectly or by acting in concert with others, employ or attempt to employ or solicit for any employment competitive with the Company, any Company employees.

(ii) During and after the term of this Employment Agreement, the Executive shall not, directly or indirectly, disclose, divulge, discuss, copy or otherwise use or suffer to be used in any manner, in competition with, or contrary to the interests of, the Company, any confidential information relating to the Company's operations, properties or otherwise to its particular business or other trade secrets of the Company, it being acknowledged by the Executive that all such information regarding the business of the Company compiled or obtained by, or furnished to, the Executive while the Executive shall have been employed by or associated with the Company is confidential information and the Company's exclusive property; provided, however, that the foregoing restrictions shall not apply to the extent that such information (A) is clearly obtainable in the public domain, (B) becomes obtainable in the public domain, except by reason of the breach by the Executive of the terms hereof, (C) was not acquired by the Executive in connection with his employment or affiliation with the Company, (D) was not acquired by the Executive from the Company or its representatives, or (E) is required to be disclosed by rule or law or by order of a court or governmental body or agency.

(b) The Executive agrees and understands that the remedy at law for any breach by him of this Paragraph 6 will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that, upon adequate proof of the Executive's violation of any legally enforceable provision of this Paragraph 6, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

(c) The Executive has carefully considered the nature and extent of the restrictions upon him and the rights and remedies conferred upon the Company under this Paragraph 6, and hereby acknowledges and agrees that the same are reasonable in time and territory, are designed to eliminate competition which otherwise would be unfair to the Company, do not stifle the inherent skill and experience of the Executive, would not operate as a bar to the Executive's sole means of support, are fully required to protect the legitimate interests of the Company and do not confer a benefit upon the Company disproportionate to the detriment to the Executive.

7. Miscellaneous.

(a) The Executive represents and warrants that he is not a party to any agreement, contract or understanding, whether of employment or otherwise, which would restrict or prohibit him from undertaking or performing employment in accordance with the terms and conditions of this Employment Agreement.

(b) The provisions of this Employment Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provision to the extent enforceable in any jurisdiction nevertheless shall be binding and enforceable.

(c) Any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company must, within ten (10) days after the Executive's request, furnish its written assurance that it is bound to perform this Employment Agreement in the same manner and to the same extent that the Company would have been required to perform it if no such succession had taken place.

(d) Any controversy or claim arising out of or relating to this Employment Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association then pertaining in the City of Buffalo, New York, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The arbitrator or arbitrators shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; provided, however, that nothing in this Section 7(d) shall be construed so as to deny the Company the right and power to seek and obtain injunctive relief in a court of equity for any breach or threatened breach by the Executive of any of his covenants contained in Section 6 hereof.

(e) Any notice to be given under this Employment Agreement shall be personally delivered in writing or shall have been deemed duly given when received after it is posted in the United States mail, postage prepaid, registered or certified, return receipt requested, and if mailed to the Company, shall be addressed to the principal place of business of the Corporation and the Partnership, attention: Chief Executive Officer, and if mailed to the Executive, shall be addressed to him at his home address last known on the records of the Company, or at such other address or addresses as either the Company or the Executive may hereafter designate in writing to the other.

(f) The failure of either party to enforce any provision or provisions of this Employment Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Employment Agreement. The rights granted the parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to it under the circumstances.

(g) This Employment Agreement supersedes any prior agreements and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

(h) This Employment Agreement shall be governed by and construed according to the laws of the State of New York.

(i) Captions and paragraph headings used herein are for convenience and are not a part of this Employment Agreement and shall not be used in construing it.

8. Code Section 409A Matters.

(a) Definitions. The following terms shall have the following meanings when used in this Employment Agreement:

(i) "Separation from Service" shall have the meaning provided at Treas. Reg. §1.409A-1(h).

(ii) "Section 409A Change in Control" shall mean a change in ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company within the meaning of Treas. Reg. §1.409A-3(i)(5).

(iii) "Non-Section 409A Change in Control" ." For the purposes of this Employment Agreement, a "Non-Section 409A Change in Control" shall be deemed to have occurred if any of the following have occurred:

(1) either (A) the Corporation shall receive a report on Schedule 13D, or an amendment to such a report, filed with the Securities and Exchange Commission pursuant to Section 13(d) of the Securities Exchange Act of 1934 (the "1934 Act") disclosing that any person (as such term is used in Section 13(d) of the 1934 Act) ("Person"), is the beneficial owner, directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Company or (B) the Company has actual knowledge of facts which would require any Person to file such a report on

Schedule 13D, or to make an amendment to such a report, with the SEC (or would be required to file such a report or amendment upon the lapse of the applicable period of time specified in Section 13(d) of the 1934 Act) disclosing that such Person is the beneficial owner, directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Corporation;

(2) purchase by any Person, other than the Company or a wholly-owned subsidiary of the Company or an employee benefit plan sponsored or maintained by the Company or a wholly-owned subsidiary of the Company, of shares pursuant to a tender or exchange offer to acquire any stock of the Corporation (or securities, including units of limited partnership interests, convertible into stock) for cash, securities or any other consideration provided that, after consummation of the offer, such Person is the beneficial owner (as defined in Rule 13d 3 under the 1934 Act), directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Corporation (calculated as provided in paragraph (d) of Rule 13d 3 under the 1934 Act in the case of rights to acquire stock);

(3) approval by the shareholders of the Corporation of (A) any consolidation or merger of, or other business combination involving, the Corporation in which the Corporation is not to be the continuing or surviving entity or pursuant to which shares of stock of the Corporation would be converted into cash, securities or other property, other than a consolidation or merger or business combination of the Corporation in which holders of its stock immediately prior to the consolidation or merger or business combination have substantially the same proportionate ownership of common stock of the surviving corporation immediately after the consolidation or merger or business combination as immediately before, or (B) any consolidation or merger or business combination in which the Corporation is the continuing or surviving corporation but in which the common shareholders of the Corporation immediately prior to the consolidation or merger or business combination do not hold at least a majority of the outstanding common stock of the continuing or surviving corporation (except where such holders of common stock hold at least a majority of the common stock of the corporation which owns all of the common stock of the Corporation), or (C) any sale, lease, exchange or other transfer by operation of law or otherwise (in one transaction or a series of related transactions) of all or substantially all the assets of the Corporation or the Partnership; or

(4) a change in the majority of the members of the Board within a 24-month period unless the election or nomination for election by the Corporation shareholders of each new director was approved by the vote of at least two-thirds of the directors then still in office who were in office at the beginning of the 24-month period.

(5) more than fifty percent (50%) of the assets of the Corporation or the Partnership are sold, transferred or otherwise disposed of, whether by operation of law or otherwise, other than in the usual and ordinary course of its business.

(b) Rule Governing Payment Dates. In any case where this Employment Agreement requires the payment of an amount during a period of two or more days that overlaps two calendar years, the payee shall have no right to determine the calendar year in which payment actually occurs

(c) Compliance with Section 409A. This Employment Agreement is intended not to trigger additional taxes and penalties under Section 409A of the Code and the final Treasury Regulations promulgated thereunder, whether by reason of the form or the operation of the Agreement. The Employment Agreement shall at all times be interpreted, construed, and administered so as to avoid insofar as possible the imposition of excise taxes and other penalties under Section 409A of the Code. If any provision of this Employment Agreement would trigger additional taxes and penalties under Section 409A of the Code and the final Regulations promulgated thereunder, such provision shall to the extent legally permissible be applied in a manner that most nearly accomplishes its objective without triggering such additional taxes and penalties.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the 1st day of November, 2017.

/s/Andrew J. Gregoire
Andrew J. Gregoire

LIFE STORAGE, INC.

By: /s/David L. Rogers
Name: David L. Rogers
Title: Chief Executive Officer

LIFE STORAGE LP

By: LIFE STORAGE HOLDINGS INC.
General Partner

By: /s/David L. Rogers
Title: Chief Executive Officer

EXHIBIT A

1. Compensation.

During the term of the Employment Agreement the Company shall pay or provide, as the case may be, to the Executive the compensation and other benefits and rights set forth in this Paragraph 1 of this Exhibit A.

(a) The Company shall pay to the Executive a base salary payable in accordance with the Company's usual pay practices (and in the event no less frequently than monthly) of Three Hundred Forty Thousand Dollars ($340,000) per annum, subject to such increase (but not decrease) as may be determined by the Board from time to time, based upon the performance of the Company (on a consolidated basis) and the Executive.

(b) The Executive shall be entitled to participate in the Company's Annual Incentive Compensation Plan for senior executives. The Company shall pay to the Executive incentive compensation, if any, which such Executive is entitled to receive pursuant to such plan for each calendar year not later than March 15 following the end of such calendar year (or at such time as may be provided in such plan), prorated on a per diem basis for partial calendar years of service.

(c) The Company shall provide to the Executive such life, medical, hospitalization and dental insurance for himself, his spouse and eligible family members as may be available to other senior executive officers of the Company.

(d) The Executive shall participate in all retirement and other benefit plans of the Company generally available from time to time to employees of the Company and for which Executive qualifies under the terms thereof (and nothing in the Employment Agreement or this Exhibit A shall or shall be deemed to in any way effect the Executive's right and benefits thereunder except as expressly provided herein.

(e) The Executive shall be entitled to such periods of vacation and sick leave allowance each year as are determined by the Compensation Committee of the Board.

(f) The Executive shall be entitled to participate in any equity or other employee benefit plan that is generally available to senior executive officers of the Company. The Executive's participation in and benefits under any such plan shall be on the terms and subject to the conditions specified in the governing document of the particular plan.

(g) The Company shall reimburse the Executive or provide him with an expense allowance during the term of the Employment Agreement for travel, entertainment and other expenses reasonably and necessarily incurred by the Executive in connection with the Company's business. The Executive shall furnish such documentation with respect to reimbursement to be paid hereunder as the Company shall reasonably request.

Exhibit 10.6

EMPLOYMENT AGREEMENT
As Amended and Restated as of November 1, 2017

THIS EMPLOYMENT AGREEMENT ("Employment Agreement") is entered into as of the 1st day of November, 2017, among Life Storage, Inc., a Maryland corporation and Life Storage LP, a Delaware limited partnership (the "Corporation" or the "Partnership", respectively and collectively the "Company"), and Edward F. Killeen (the "Executive").

W I T N E S S E T H:

WHEREAS, the Company and the Executive are parties to a certain Employment Agreement dated as of October 22, 1999, which Employment Agreement was amended and restated as of January 1, 2009 (the "Existing Employment Agreement");

WHEREAS, the Executive is a valuable executive of the Company and an integral party of its management team; and

WHEREAS, the Company and the Executive desire to amend and restate the Existing Employment Agreement in its entirety to set forth the terms and conditions of the Executive's continued employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Employment.

(a) The Company hereby employs the Executive as Chief Operating Officer of the Company and the Executive hereby accepts such employment, on the terms and subject to the conditions hereinafter set forth.

(b) During the term of this Employment Agreement, the Executive shall be and have the title of Chief Operating Officer of the Company and shall devote his entire business time and all reasonable efforts to his employment in that capacity with such other duties as may be reasonably requested from time to time by the Board of Directors of the Company, which duties shall be consistent with such position. For service as an officer and employee of the Company, the Company agrees that the Executive shall be entitled to the full protection of the applicable indemnification provisions of the Articles of Incorporation and By-laws of the Corporation (including the provisions for advances), as the same may be amended from time to time.

2. Compensation.

The Company will pay the Executive the salary and bonus and provide the benefits set forth in Exhibit A to this Employment Agreement.

3. Term.

This Employment Agreement shall have a continuous term until terminated as provided in Paragraph 4.

4. Termination.

(a) Death or Retirement. This Employment Agreement will terminate upon the Executive's death or retirement.

(b) Disability. The Company may terminate this Employment Agreement upon at least thirty (30) days' written notice in the event of the Executive's "disability." For purposes of this Employment Agreement, the Executive's "disability" shall be deemed to have occurred only after one hundred fifty (150) days in the aggregate during any consecutive twelve (12) month period, or after one hundred twenty (120) consecutive days, during which one hundred fifty (150) or one hundred twenty (120) days, as the case may be, the Executive, by reason of his physical or mental disability or illness, shall have been unable to substantially discharge his duties under this Employment Agreement. The date of disability shall be such one hundred fiftieth (150th) or one hundred twentieth (120th) day, as the case may be. In the event either the Company or the Executive, after receipt of notice of the Executive's disability from the other, disputes whether the Executive's disability shall have occurred, the Executive shall promptly submit to a physical examination by the chief of medicine of any major accredited hospital in the Buffalo, New York area and, unless such physician shall issue his written statement to the effect that in his opinion, based on his diagnosis, the Executive is capable of resuming his employment and devoting his full time and energy to discharging his duties within thirty (30) days after the date of such statement, such permanent disability shall be deemed to have occurred.

(c) Cause. The Company may terminate this Employment Agreement for "cause." For purposes of this Employment Agreement, "cause" shall mean

(i) The Executive's fraud, commission of a felony, commission of an act or series of acts of dishonesty which are materially inimical to the best interests of the Company, or the Executive's willful and substantial failure to perform his duties under this Employment Agreement, which failure has not been cured within a reasonable time (which shall not be less than thirty (30) days) after the Company gives notice thereof to the Executive; or

(ii) The Executive's material breach of any material provision of this Employment Agreement which breach, if capable of being cured, has not been cured in all substantial respects within thirty (30) days) after the Company gives notice thereof to the Executive; or

(iii) The Executive's commission of an act of moral turpitude, dishonesty or fraud which would in the good faith determination of the Board of Directors of the Corporation (the "Board") render his continued employment materially damaging or detrimental to the Company.

(d) Termination Without Cause. The Company may terminate this Employment Agreement without cause by notifying the Executive in writing of its election to terminate at least thirty (30) days before the effective date of termination. The Executive may, on written notice to the Company, accelerate the effective date of termination to any other date of his choosing up to the date of notice of acceleration.

(e) Termination for Good Reason. The Executive may terminate this Employment Agreement for "Good Reason" which shall mean the occurrence of one or more of the following events provided that, in the case of events described in (i), (ii), (iii) or (iv), the Executive shall give the Company a written notice, within 90 days following the initial occurrence of the event, describing the event that the Executive claims to be Good Reason and stating the Executive's intention to terminate employment unless the Company takes appropriate corrective action:

"Good Reason" shall exist if:

(i) the Company materially changes the Executive's duties and responsibilities as set forth in this Employment Agreement or changes his title or position without his consent;

(ii) the Executive's place of employment or the principal executive offices of the Company are located more than fifty (50) miles from the geographical center of Williamsville, New York;

(iii) the Company materially diminishes the salary, fringe benefits or other compensation being paid to the Executive;

(iv) there occurs a material breach by the Company of any of its obligations under this Employment Agreement

(v) the failure of any successor of the Company to furnish the assurances provided for in Section 7(c).

In the case of events described in (i), (ii), (iii) or (iv), the Company shall have 30 days from the date of receipt of the written notice from the Executive stating his claim of Good Reason in which to take appropriate corrective action. If the Company does not cure the Good Reason, the Good Reason will be deemed to have occurred at the end of the 30-day period.

(f) Termination By Mutual Agreement. This Employment Agreement may be terminated by mutual agreement of the Company and the Executive.

(g) Resignation. The Executive may terminate this Employment Agreement at any time with sixty (60) days' written notice to the Company, and the Company may accelerate the effective date of termination to any other date up to the date of notice of acceleration.

(h) Payment of Compensation Due. The Company will pay the Executive on the effective date of termination all unpaid compensation accrued at the rate set forth on Exhibit A through the effective date of termination.

5. Severance Payments.

(a) Termination Without Cause or for Good Reason. The Company will make the severance payments specified in Section 5(b) below if this Employment Agreement is terminated pursuant to Sections 4(d) (Without Cause) or (e) (for Good Reason) hereof. In addition, the employee welfare benefits referred to in Exhibit A, Section 1(c) shall be continued for a period of thirty (30) months after termination of employment provided, however, the Executive and not the Company shall pay the premiums for any such benefits during the first 6-months of the 30-month period following the Executive's Separation from Service in any case where the payment of the premiums by the Company would constitute gross income to the Executive.

(b) Severance Payments. In the event this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) prior to, or more than two years after, a Section 409A Change in Control of the Company or a Non-Section 409A Change in Control of the Company , the Company will pay the Executive an aggregate amount equal to two (2) times the salary and bonus paid to the Executive in the prior calendar year (the "Non-Change in Control Severance"). In the event this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) at the time of or within two years after a Section 409A Change in Control of the Company or a Non-Section 409A Change in Control of the Company, the Company will pay the Executive an aggregate amount equal to two and a half (2.5) times the salary and bonus paid to the Executive in the prior calendar year.

(c) Severance Payments Without Change in Control. Except as set forth in Section 5(d) below, the severance payable pursuant to Section 5(b) shall paid in thirty (30) equal monthly payments each in an amount equal to 1/30th of the aggregate amount of the severance payments. The 30 monthly payments described in the preceding sentence shall be deemed a series of separate payments within the meaning of Treas. Reg. §1.409A-2(b)(2)(iii). The first six monthly payments shall be paid to the Executive in a lump sum within 30 days following his Separation from Service. The remaining twenty-four (24) monthly payments shall be paid to the Executive in twenty-four (24) separate payments on the first day of twenty-four (24) successive calendar months with the first payment occurring on the first day of the seventh calendar month beginning after the date of the Executive's Separation from Service. The parties affirm that it is their intent that the first six monthly payments be excluded from the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") by reason of the "short-term deferral" rule set forth at Regulation §1.409A-1(b)(4).

(d) Severance Payments With Change in Control.

(i) Section 409A Change in Control. If this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) within two years after a Section 409A Change in Control of the Company has occurred, or if a Section 409A Change in Control of the Company occurs while the Company is making Non-Change in Control Severance payments, the Executive shall receive the applicable severance payments specified in Section 5(b) (or the remaining balance thereof) in a lump sum. The lump sum shall be paid within 30 days after the effective date of the Executive's Separation from Service or, if the Section 409A Change in Control occurs after the Executive's Separation from Service, within 30 days after such Section 409A Change in Control. Notwithstanding the foregoing, the applicable severance payments specified in Section 5(b) shall not be paid to the Executive (except for the lump sum equal to six monthly payments provided in the third sentence of Section 5(c)) before the day following the 6-month anniversary of the Executive's Separation from Service unless the Executive shall have received an opinion of counsel satisfactory to the Executive that payment before that date will not be a violation of Code Section 409A(a)(2)(B)(i) (concerning the 6-month delay rule). In the event that the Executive shall fail to obtain such an opinion of counsel, the Company or its successor shall, within 30 days after the later of the Executive's Separation from Service or the Section 409A Change in Control, transfer the remaining balance of the monthly payments due the Executive to a rabbi trust (similar to the trust described in Revenue Procedure 92-64) under a trust agreement that requires payment of such remaining balance to the Executive in a lump sum on the day following the 6-month anniversary of the Executive's Separation from Service.

(ii) Non-Section 409A Change in Control. If this Employment Agreement is terminated pursuant to Section 4(d) (Without Cause) or Section 4(e) (for Good Reason) within two years after a Non-Section 409A Change in Control of the Company has occurred, or if a Non-Section 409A Change in Control of the Company occurs while the Company is making Non-Change in Control Severance payments to the Executive pursuant to Section 5(b) and 5(c), the Company or its successor shall, within 30 days after the Non-Section 409A Change in Control, transfer the remaining balance of the monthly payments due the Executive to a rabbi trust (similar to the trust described in Revenue Procedure 92-64) under a trust agreement that requires payment of such remaining balance to the Executive from the trust in accordance with the original payment schedule under Section 5(c).

(e) Reimbursement of Legal Fees and Expenses. The Company shall also reimburse the Executive (promptly upon documented request), the amount of all legal fees and expenses reasonably incurred by the Executive in connection with any good faith claim for severance compensation hereunder, including all such fees and expenses incurred in contesting or disputing, by arbitration or otherwise, any such termination or in seeking to obtain or enforce any right or benefit provided by this Employment Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Section 4999 of the Code to any payment or benefit provided hereunder.

(f) No Obligation To Mitigate Damages. The Executive shall be under no obligation to mitigate damages with respect to termination and in the event the Executive is employed or receives income from any other source there shall be no offset therefor against the amounts due from the Company hereunder.

(g) Reduction of Severance Pay To Avoid Excise Taxes. Notwithstanding anything herein to the contrary, the amounts payable to the Employee pursuant to Sections 5(b), Section 5(c) and Section 5(d) shall be reduced to the extent necessary to avoid imposition on the Employee of any tax on excess parachute payments under Section 4999 of the Code.

6. Covenants and Confidential Information.

(a) The Executive acknowledges the Company's reliance and expectation of the Executive's continued commitment to performance of his duties and responsibilities during the term of this Employment Agreement. In light of such reliance and expectation on the part of the Company:

(i) During the term of this Employment Agreement and, during the one-year period following the termination of this Employment Agreement, the Executive shall not: (A) own, manage, control or participate in the ownership, management, or control of, or be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any other corporation, partnership, proprietorship, firm, association or other business entity engaged in the business of, or otherwise engage in the business of, acquiring, owning, developing or managing self-storage facilities; provided, however, that the ownership of not more than one percent (1%) of any class of publicly traded securities of any entity is permitted ; or (B) directly or indirectly or by acting in concert with others, employ or attempt to employ or solicit for any employment competitive with the Company, any Company employees.

(ii) During and after the term of this Employment Agreement, the Executive shall not, directly or indirectly, disclose, divulge, discuss, copy or otherwise use or suffer to be used in any manner, in competition with, or contrary to the interests of, the Company, any confidential information relating to the Company's operations, properties or otherwise to its particular business or other trade secrets of the Company, it being acknowledged by the Executive that all such information regarding the business of the Company compiled or obtained by, or furnished to, the Executive while the Executive shall have been employed by or associated with the Company is confidential information and the Company's exclusive property; provided, however, that the foregoing restrictions shall not apply to the extent that such information (A) is clearly obtainable in the public domain, (B) becomes obtainable in the public domain, except by reason of the breach by the Executive of the terms hereof, (C) was not acquired by the Executive in connection with his employment or affiliation with the Company, (D) was not acquired by the Executive from the Company or its representatives, or (E) is required to be disclosed by rule or law or by order of a court or governmental body or agency.

(b) The Executive agrees and understands that the remedy at law for any breach by him of this Paragraph 6 will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that, upon adequate proof of the Executive's violation of any legally enforceable provision of this Paragraph 6, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

(c) The Executive has carefully considered the nature and extent of the restrictions upon him and the rights and remedies conferred upon the Company under this Paragraph 6, and hereby acknowledges and agrees that the same are reasonable in time and territory, are designed to eliminate competition which otherwise would be unfair to the Company, do not stifle the inherent skill and experience of the Executive, would not operate as a bar to the Executive's sole means of support, are fully required to protect the legitimate interests of the Company and do not confer a benefit upon the Company disproportionate to the detriment to the Executive.

7. Miscellaneous.

(a) The Executive represents and warrants that he is not a party to any agreement, contract or understanding, whether of employment or otherwise, which would restrict or prohibit him from undertaking or performing employment in accordance with the terms and conditions of this Employment Agreement.

(b) The provisions of this Employment Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provision to the extent enforceable in any jurisdiction nevertheless shall be binding and enforceable.

(c) Any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company must, within ten (10) days after the Executive's request, furnish its written assurance that it is bound to perform this Employment Agreement in the same manner and to the same extent that the Company would have been required to perform it if no such succession had taken place.

(d) Any controversy or claim arising out of or relating to this Employment Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association then pertaining in the City of Buffalo, New York, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The arbitrator or arbitrators shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; provided, however, that nothing in this Section 7(d) shall be construed so as to deny the Company the right and power to seek and obtain injunctive relief in a court of equity for any breach or threatened breach by the Executive of any of his covenants contained in Section 6 hereof.

(e) Any notice to be given under this Employment Agreement shall be personally delivered in writing or shall have been deemed duly given when received after it is posted in the United States mail, postage prepaid, registered or certified, return receipt requested, and if mailed to the Company, shall be addressed to the principal place of business of the Corporation and the Partnership, attention: Chief Executive Officer, and if mailed to the Executive, shall be addressed to him at his home address last known on the records of the Company, or at such other address or addresses as either the Company or the Executive may hereafter designate in writing to the other.

(f) The failure of either party to enforce any provision or provisions of this Employment Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Employment Agreement. The rights granted the parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to it under the circumstances.

(g) This Employment Agreement supersedes any prior agreements and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

(h) This Employment Agreement shall be governed by and construed according to the laws of the State of New York.

(i) Captions and paragraph headings used herein are for convenience and are not a part of this Employment Agreement and shall not be used in construing it.

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(a) Definitions. The following terms shall have the following meanings when used in this Employment Agreement:

(i) "Separation from Service" shall have the meaning provided at Treas. Reg. §1.409A-1(h).

(ii) "Section 409A Change in Control" shall mean a change in ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company within the meaning of Treas. Reg. §1.409A-3(i)(5).

(iii) "Non-Section 409A Change in Control" ." For the purposes of this Employment Agreement, a "Non-Section 409A Change in Control" shall be deemed to have occurred if any of the following have occurred:

(1) either (A) the Corporation shall receive a report on Schedule 13D, or an amendment to such a report, filed with the Securities and Exchange Commission pursuant to Section 13(d) of the Securities Exchange Act of 1934 (the "1934 Act") disclosing that any person (as such term is used in Section 13(d) of the 1934 Act) ("Person"), is the beneficial owner, directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Company or (B) the Company has actual knowledge of facts which would require any Person to file such a report on

Schedule 13D, or to make an amendment to such a report, with the SEC (or would be required to file such a report or amendment upon the lapse of the applicable period of time specified in Section 13(d) of the 1934 Act) disclosing that such Person is the beneficial owner, directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Corporation;

(2) purchase by any Person, other than the Company or a wholly-owned subsidiary of the Company or an employee benefit plan sponsored or maintained by the Company or a wholly-owned subsidiary of the Company, of shares pursuant to a tender or exchange offer to acquire any stock of the Corporation (or securities, including units of limited partnership interests, convertible into stock) for cash, securities or any other consideration provided that, after consummation of the offer, such Person is the beneficial owner (as defined in Rule 13d 3 under the 1934 Act), directly or indirectly, of twenty (20) percent or more of the outstanding stock of the Corporation (calculated as provided in paragraph (d) of Rule 13d 3 under the 1934 Act in the case of rights to acquire stock);

(3) approval by the shareholders of the Corporation of (A) any consolidation or merger of, or other business combination involving, the Corporation in which the Corporation is not to be the continuing or surviving entity or pursuant to which shares of stock of the Corporation would be converted into cash, securities or other property, other than a consolidation or merger or business combination of the Corporation in which holders of its stock immediately prior to the consolidation or merger or business combination have substantially the same proportionate ownership of common stock of the surviving corporation immediately after the consolidation or merger or business combination as immediately before, or (B) any consolidation or merger or business combination in which the Corporation is the continuing or surviving corporation but in which the common shareholders of the Corporation immediately prior to the consolidation or merger or business combination do not hold at least a majority of the outstanding common stock of the continuing or surviving corporation (except where such holders of common stock hold at least a majority of the common stock of the corporation which owns all of the common stock of the Corporation), or (C) any sale, lease, exchange or other transfer by operation of law or otherwise (in one transaction or a series of related transactions) of all or substantially all the assets of the Corporation or the Partnership; or

(4) a change in the majority of the members of the Board within a 24-month period unless the election or nomination for election by the Corporation shareholders of each new director was approved by the vote of at least two-thirds of the directors then still in office who were in office at the beginning of the 24-month period.

(5) more than fifty percent (50%) of the assets of the Corporation or the Partnership are sold, transferred or otherwise disposed of, whether by operation of law or otherwise, other than in the usual and ordinary course of its business.

(b) Rule Governing Payment Dates. In any case where this Employment Agreement requires the payment of an amount during a period of two or more days that overlaps two calendar years, the payee shall have no right to determine the calendar year in which payment actually occurs

(c) Compliance with Section 409A. This Employment Agreement is intended not to trigger additional taxes and penalties under Section 409A of the Code and the final Treasury Regulations promulgated thereunder, whether by reason of the form or the operation of the Agreement. The Employment Agreement shall at all times be interpreted, construed, and administered so as to avoid insofar as possible the imposition of excise taxes and other penalties under Section 409A of the Code. If any provision of this Employment Agreement would trigger additional taxes and penalties under Section 409A of the Code and the final Regulations promulgated thereunder, such provision shall to the extent legally permissible be applied in a manner that most nearly accomplishes its objective without triggering such additional taxes and penalties.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the 1st day of November, 2017.

/s/Edward F. Killeen
Edward F. Killeen

LIFE STORAGE, INC.

By: /s/David L. Rogers
Name: David L. Rogers
Title: Chief Executive Officer

LIFE STORAGE LP

By: LIFE STORAGE HOLDINGS INC.
General Partner

By: /s/David L. Rogers

Title: Chief Executive Officer

EXHIBIT A

1. Compensation.

During the term of the Employment Agreement the Company shall pay or provide, as the case may be, to the Executive the compensation and other benefits and rights set forth in this Paragraph 1 of this Exhibit A.

(a) The Company shall pay to the Executive a base salary payable in accordance with the Company's usual pay practices (and in the event no less frequently than monthly) of Three Hundred Forty Thousand Dollars ($340,000) per annum, subject to such increase (but not decrease) as may be determined by the Board from time to time, based upon the performance of the Company (on a consolidated basis) and the Executive.

(b) The Executive shall be entitled to participate in the Company's Annual Incentive Compensation Plan for senior executives. The Company shall pay to the Executive incentive compensation, if any, which such Executive is entitled to receive pursuant to such plan for each calendar year not later than March 15 following the end of such calendar year (or at such time as may be provided in such plan), prorated on a per diem basis for partial calendar years of service.

(c) The Company shall provide to the Executive such life, medical, hospitalization and dental insurance for himself, his spouse and eligible family members as may be available to other senior executive officers of the Company.

(d) The Executive shall participate in all retirement and other benefit plans of the Company generally available from time to time to employees of the Company and for which Executive qualifies under the terms thereof (and nothing in the Employment Agreement or this Exhibit A shall or shall be deemed to in any way effect the Executive's right and benefits thereunder except as expressly provided herein.

(e) The Executive shall be entitled to such periods of vacation and sick leave allowance each year as are determined by the Compensation Committee of the Board.

(f) The Executive shall be entitled to participate in any equity or other employee benefit plan that is generally available to senior executive officers of the Company. The Executive's participation in and benefits under any such plan shall be on the terms and subject to the conditions specified in the governing document of the particular plan.

(g) The Company shall reimburse the Executive or provide him with an expense allowance during the term of the Employment Agreement for travel, entertainment and other expenses reasonably and necessarily incurred by the Executive in connection with the Company's business. The Executive shall furnish such documentation with respect to reimbursement to be paid hereunder as the Company shall reasonably request.

Exhibit 31.1

Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) and 15d-14(a) of the Securities Exchange Act, as amended

I, David L. Rogers, certify that:

1. I have reviewed this report on Form 10-Q of Life Storage, Inc.;
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 reporting 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 controls 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 controls over financial reporting.

Date: November 3, 2017

/S/ David L. Rogers
David L. Rogers
Chief Executive Officer

Exhibit 31.2

Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) and 15d-14(a) of the Securities Exchange Act, as amended

I, Andrew J. Gregoire, certify that:

1. I have reviewed this report on Form 10-Q of Life Storage, Inc.;

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 reporting 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 controls 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 controls over financial reporting.

Date: November 3, 2017

/S/ Andrew J. Gregoire
Andrew J. Gregoire
Chief Financial Officer

Exhibit 31.3

Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) and 15d-14(a) of the Securities Exchange Act, as amended

I, David L. Rogers, certify that:

1. I have reviewed this report on Form 10-Q of Life Storage LP;
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 reporting 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 controls 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 controls over financial reporting.

Date: November 3, 2017

/S/ David L. Rogers
David L. Rogers
Chief Executive Officer

Exhibit 31.4

Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) and 15d-14(a) of the Securities Exchange Act, as amended

I, Andrew J. Gregoire, certify that:

1. I have reviewed this report on Form 10-Q of Life Storage LP;

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 reporting 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 controls 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 controls over financial reporting.

Date: November 3, 2017

/S/ Andrew J. Gregoire
Andrew J. Gregoire
Chief Financial Officer

Exhibit 32

Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Each of the undersigned of Life Storage, Inc. (the "Company") does hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

1) The Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2017 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 3, 2017

/S/ David L. Rogers
David L. Rogers
Chief Executive Officer

/S/ Andrew J. Gregoire
Andrew J. Gregoire
Chief Financial Officer

Exhibit 32.1

Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Each of the undersigned of Life Storage LP (the "Company") does hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

1) The Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2017 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 3, 2017

/S/ David L. Rogers
David L. Rogers
Chief Executive Officer

/S/ Andrew J. Gregoire
Andrew J. Gregoire
Chief Financial Officer