STRATEGIC
STUDENT & SENIOR HOUSING TRUST, INC.

# TRANSFER AND ASSIGNMENT OF SHARES

To: Strategic Transfer Agent Services, LLC, as transfer agent for Strategic Student & Senior Housing Trust, Inc.:

For value received, _____, (the "Transferor") a resident of _____ state, does hereby transfer and assign to _____ (the "Transferee"), _____ shares of Class _____ common stock (the "Shares") of Strategic Student & Senior Housing Trust, Inc., a Maryland corporation (the "Company").

## TRANSFEROR (CURRENT OWNER)

Account Number:

Registration Name:

Owner Name:

Owner Social Security Number / Tax ID Number

Joint Owner Name (if applicable):

Joint Owner Social Security Number / Tax ID Number

## REASON FOR TRANSFER

We are required to provide cost basis reporting to our stockholders. To ensure accurate cost basis reporting, you must indicate the type of transfer and provide details where applicable.

☐ Secondary Market Transfer (Price paid per share $_____; Number or percentage of shares transferred _____)

☐ Gift (date of gift _____)

☐ Inheritance upon Death (date of death _____)

- Include a copy of the Certified Death Certificate
- Inheritance Tax Waiver may be required (see state rules)
- Affidavit of domicile may be required

☐ Re-Registration (due to name or title change)

## TRANSFEREE (NEW OWNER) (All fields must be completed)

Investor/Trust Name/Plan Name

Joint Investor/Name of Trustee(s)

Investor Social Security Number/Tax ID Number

Joint Investor Social Security Number/Tax ID Number

Birth Date/Date of Formation (MM/DD/YY)

Joint Investor Birth Date (MM/DD/YY)

**Please indicate Citizenship Status**

☐ U.S. Citizen ☐ Resident Alien – Country of Origin _____

☐ Non-resident Alien* – Country of Origin _____

*If Transferee is a non-resident alien, Transferee must submit the appropriate W-8 form (W-8BEN, W-8ECI, W-8EXP, or W-8IMY) in order to complete transfer.

**Residence Address* (No P.O. Box allowed)**

Street Address | City | State | Zip Code

Home Telephone | Business Telephone | Email Address

**Mailing Address (if different from above – P.O. Box allowed)**

Street Address | City | State | Zip Code

*If the co-investor resides at another address, please attach that address to this Transfer and Assignment.

## TRANSFEREE CONSENT FOR ELECTRONIC DELIVERY OF REPORTS AND UPDATES

Initial here

Instead of receiving paper copies of registration statements, prospectuses, prospectus supplements, quarterly reports, annual reports, proxy statements, charter, bylaws, sales materials, subscription agreements, and applicable exhibits, and any other stockholder communications and reports (including, but not limited to, those specified in this sentence) (collectively, "Company Information"), I hereby:

(a) consent to the prior electronic delivery of any and all Company Information regarding each company selected below, including this communication, and

(b) authorize the Company to electronically deliver to me any and all Company Information regarding the Company.

In making this authorization, I hereby provide my consent for the Company to electronically send me any and all Company Information regarding the Company, including my account-specific information, by either (i) emailing such Company Information to me directly, (ii) making such Company Information available on the Company's website and notify me by email or mail when and where such documents are available, or (iii) providing a copy of, or links to, such Company Information, whether on a CD, USB drive, or other electronic medium, mailed to my address of record, or sent by other means of electronic delivery.

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# TRANSFER AND ASSIGNMENT OF SHARES

## TRANSFEREE (NEW OWNER) FORM OF OWNERSHIP

Non-Custodial Ownership

- ☐ **Individual**
  Investor must sign, initial, & date
- ☐ **Joint Tenants with Right of Survivorship**
  All parties must sign, initial, & date
- ☐ **Tenants in Common**
  All parties must sign, initial, & date
- ☐ **Community Property**
  All parties must sign, initial, & date
- ☐ **Transfer on Death**
  Include Transfer on Death Form
- ☐ **Pension, Profit Sharing Plan or 401K**
  Trustee or custodian signature required.
  Include copy of plan document
- ☐ **Trust - Include a copy of the Trust or Certificate of Trust**
  Trustee or Grantor signature(s) required
  Date Established (Required) _____
  - ☐ Currently Revocable
  - ☐ Irrevocable
- ☐ **Company or Corporation**
  Authorized officer must sign & initial
  - ☐ S-Corp - Include Corporate Resolution
  - ☐ C-Corp - Include Corporate Resolution
- ☐ **Uniform Gift to Minors Act / Uniform Transfers to Minors Act**
  Custodian must sign, initial, & date
- ☐ **Partnership or LLC**
  Authorized Agent must sign, initial, & date. Partnership or Operating Agreement required.
- ☐ **Other:** _____
  (Specify)
  Include any pertinent documents

Custodial Ownership

☐ **IRA** _____ (Type)
☐ **Qualified Pension or Profit Sharing Plan**
☐ **Non-Qualified Custodian Account**
☐ **Other:** _____ (Specify)

**SEND ALL PAPERWORK DIRECTLY TO THE CUSTODIAN**

NAME OF CUSTODIAN OR TRUSTEE

☐ Inherited/Beneficiary IRA
Deceased's Name (required)

MAILING ADDRESS

CITY | STATE | ZIP CODE

BUSINESS PHONE

**TO BE COMPLETED BY CUSTODIAN OR OTHER ADMINISTRATOR**

CUSTODIAN TAX ID | CUSTODIAN ACCOUNT #

NAME OF CUSTODIAN OR OTHER ADMINISTRATOR

Custodian Medallion Signature Guarantee

SIGNATURE OF CUSTODIAN (IF APPLICABLE) | DATE **(REQUIRED)**

**(MUST BE SIGNED BY CUSTODIAN OR TRUSTEE IF IRA OR QUALIFIED PLAN OR NON-QUALIFIED CUSTODIAL ACCOUNT IS ADMINISTERED BY A THIRD PARTY)**

## TRANSFEREE DISTRIBUTIONS

Complete this section to enroll in the Distribution Reinvestment Plan or to elect to receive distributions by check mailed to you, by check mailed to a third-party or alternate address, or by direct deposit.

Distribution Options

All distributions for custodial accounts will be sent to the custodian

(Required)

**If a box is not checked below, 100% of your distributions will be paid in cash and sent to the address of record.**

- ☐ **Distribution Reinvestment Plan (DRP)**
  Investor elects to participate in the Distribution Reinvestment Plan described in the Prospectus.
  _____% of each distribution in DRP
  _____% of each distribution in cash (total must equal 100%)
- ☐ **Via Direct Deposit (ACH)**
  Complete information below. *See ACH language below.
  - ☐ **Checking (must enclose voided check)**
  - ☐ **Savings (verification from bank must be provided)**
- ☐ **Mail to Mailing Address**
- ☐ **Mail to Residence Address**
- ☐ **Cash Distributions Directed To:**

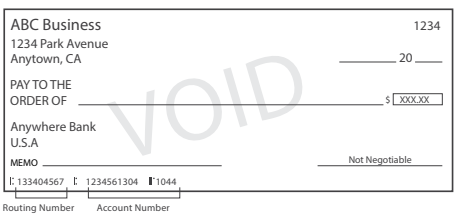
NAME OF BANK, BROKERAGE FIRM OR INDIVIDUAL

MAILING ADDRESS

CITY | STATE | ZIP CODE

BANK ABA# (FOR ACH ONLY) | ACCOUNT #

By signing this agreement, I authorize Strategic Student & Senior Housing Trust, Inc., or its agent, to deposit my distribution into my checking or savings account. This authority will remain in force until I notify Strategic Student & Senior Housing Trust, Inc., or its agent, in writing to cancel it. In the event that Strategic Student & Senior Housing Trust, Inc., or its agent, deposits funds erroneously into my account, they are authorized to debit my account for an amount not to exceed the amount of the erroneous deposit.




**Please Attach a Pre-printed Voided Check Here**
(The above services cannot be established without a pre-printed voided check.)

Financial Institution

Your Bank's ABA Routing Number | Your Bank Account Number

☐ Checking Account ☐ Savings Account

## TRANSFEREE REPRESENTATIONS AND WARRANTIES

The Transferee hereby represents and warrants to the Company as follows:

1. Transferee has received a copy of the current version of the Company's prospectus, as supplemented (the "Prospectus"), and hereby acknowledges that the Company's annual reports on Form 10-K and quarterly reports on Form 10-Q are or will be available at www.sec.gov.
2. Transferee has (a) a net worth (exclusive of home, home furnishings and automobiles) of $250,000 or more; or (b) a net worth (as described above) of at least $70,000 and had during the last tax year or estimates that Transferee will have during the current tax year a minimum of $70,000 annual gross income; and (c) that Transferee meets the higher suitability requirements (if any) imposed by Transferee's state of primary residence as set forth in the Prospectus under "Suitability Standards" and that Transferee otherwise meets the applicable standards set forth in the Prospectus as they pertain to the state of Transferee's primary residence.

   Transferee either complies with the applicable suitability standards directly, is purchasing in a fiduciary capacity for a Person meeting such standards, or is purchasing with funds directly or indirectly supplied by a donor who meets such standards.
3. Transferee understands that the assignability and transferability of the Shares will be governed by the articles of incorporation of the Company and all applicable laws as described in the Prospectus, and Transferee has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in this investment.
4. Transferee has not acquired the Shares in violation of the Company's transfer restrictions that prevent a transferee from acquiring any Shares that would cause the transferee to own, directly or indirectly, either: (a) in excess of 9.8% of the Company's outstanding common stock; or (b) a number of Shares that would cause 50% or more of the Company's outstanding common stock to be held by five or fewer individuals.
5. Transferor and Transferee understand that (a) no transfer or assignment may be made of a fractional Share and no transfer or assignment may be made if, as a result of such transfer, the Transferor (other than one transferring all of his or her Shares) or the Transferee will own fewer than the minimum number of Shares required to be purchased under the "Suitability Standards" section on pages i and ii of the Prospectus, unless such transfer is made on behalf of a retirement plan, or such transfer is made by gift, inheritance, intra-family transfer, family dissolution, or to affiliates; and (b) if Transferee's acquisition of Shares would cause Transferee's total investment in the Company to exceed 5% of the total outstanding Shares of the Company, then Transferee will be required to make certain filings with the Securities and Exchange Commission pursuant to Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act").
6. Transferee understands that the Shares are subject to transfer restrictions that prevent any future transferee from acquiring any Shares that would cause such future transferee to own, directly or indirectly, either: (a) in excess of 9.8% of the Company's outstanding common stock; or (b) a number of Shares that would cause 50% or more of the Company's outstanding common stock to be held by five or fewer individuals.
7. Transferee acknowledges and agrees that if Transferee participates in the Distribution Reinvestment Plan or makes subsequent purchases of shares of the Company, and if Transferee fails to meet the suitability requirements for making an investment in shares or can no longer make the other representations or warranties set forth in this Transfer and Assignment, Transferee is required to promptly notify the Company and Transferee's Broker-Dealer in writing.
8. Transferee has reached the age of majority in his or her state of residence and is experienced in real estate investment and business matters.
9. Transferee acknowledges that (a) the Company is required by law to obtain, verify and record certain personal information from Transferee or persons on Transferee's behalf in order to establish the account, including name, date of birth, permanent residential address and social security/taxpayer identification number; (b) if Transferee does not provide the information, the Company may not be able to open Transferee's account; (c) by signing this Transfer and Assignment, Transferee agrees to provide this information and confirm that this information is true and correct; and (d) if the Company is unable to verify Transferee's identity, or that of another person(s) authorized to act on Transferee's behalf, or if the Company believes it has identified potentially criminal activity, the Company reserves the right to take action as it deems appropriate, which may include closing Transferee's account.
10. Transferee is buying the Shares for his or her own account or for the account or benefit of a member or members of his or her immediate family or in a fiduciary capacity for the account of another person or entity and not as an agent for another.
11. Transferee is aware that there is no public market for the Shares, and accordingly, the investment in the Company is not liquid.
12. If Transferee is acting in a representative capacity for a corporation, partnership, trust, or other entity, or as agent for any person or entity, Transferee has full authority to execute this Transfer and Assignment in such capacity.
13. If Transferee is purchasing the Shares transferred hereby in a fiduciary capacity, the representations and warranties shall be deemed to have been made on behalf of the person or persons for whom Transferee is so purchasing.
14. Transferor hereby constitutes and appoints Strategic Transfer Agent Services, LLC, the Company's transfer agent and registrar, as Transferor's attorney in fact to transfer the said Shares on the books of the Company to Transferee with full power of substitution. The foregoing grant of authority (a) is a special power of attorney and coupled with an interest, and (b) is irrevocable and shall survive Transferee's death, dissolution or disability.
15. Transferee understands that (a) Transferee will not be admitted as a stockholder until a transfer has been accepted and (b) the acceptance process includes, but is not limited to, reviewing this Transfer and Assignment for completeness and signatures.
16. Transferee understands the meaning and legal consequences of the representations and warranties set forth above, and Transferee agrees to indemnify and hold harmless the Company from and against any and all loss, damage, claim, expense or liability (including, without limitation, court costs and attorneys fees and expenses) due to, or arising out of, a breach of representation, warranty, acknowledgement, covenant, or ageement of Transferee contained in this Transfer and Assignment. Notwithstanding any of the representations, warranties, acknowledgments, covenants, or agreements made herein by Transferee, Transferee does not thereby or in any other manner waive any rights granted to him or her under federal or state securities law.
17. Under penalties of perjury, Transferee certifies (a) that the number shown on this Transfer and Assignment is his or her correct taxpayer identification number, (b) that Transferee is not subject to backup withholding either because he has not been notified that he or she is subject to backup withholding as a result of a failure to report all interest or dividends, or because the Internal Revenue Service has notified Transferee that he or she is no longer subject to backup withholding under Section 3406(a)(1)(C) and (c) that Transferee is a U.S. person (including a U.S. resident alien), unless Transferee has otherwise indicated in this Transfer and Assignment.
18. In the case of purchases of Shares by fiduciary accounts, the above representations and warranties shall be deemed to have been made by the fiduciary account or by the person who directly or indirectly supplies the funds for the purchase of Shares. In addition, if the undersigned Transferee is a partnership, trustee, custodian or joint owner, the undersigned Transferee acknowledges that the aforesaid net worth and income standards apply in the manner set forth in the "Suitability Standards" section of the Prospectus.

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STUDENT & SENIOR HOUSING TRUST, INC.

# TRANSFER AND ASSIGNMENT OF SHARES

Dated as of this _____day of , 20____.

| Signature of Transferor | Date | Signature of Transferee | Date |
|---|---|---|---|
| | | | |
| Printed Name of Transferor | Date | Printed Name of Transferee | Date |
| | | | |
| Signature of Joint Transferor, if applicable | Date | Signature of Joint Transferee, if applicable | Date |
| | | | |
| Printed Name of Joint Transferor, if applicable | Date | Printed Name of Joint Transferee, if applicable | Date |
| | | | |

**A Medallion Signature Guarantee is required. A notary public is not an acceptable Guarantor.**

**Transferor(s) Medallion Signature Guarantee**

**A Medallion Signature Guarantee is required. A notary public is not an acceptable Guarantor.**

**Transferee(s) Medallion Signature Guarantee**

## TRANSFEREE BROKER-DEALER/FINANCIAL ADVISOR INFORMATION (All fields must be completed)

| Broker-Dealer Name | Broker-Dealer CRD Number | | |
|---|---|---|---|
| | | | |
| Telephone Number | Fax Number | | |
| | | | |
| Broker-Dealer Mailing Address | City | State | Zip Code |
| | | | |
| Financial Advisor Name | Financial Advisor Firm Name & Branch Number | | |
| | | | |
| Rep ID | Branch Number | Telephone Number | |
| | | | |
| Advisor Mailing Address | City | State | Zip Code |
| | | | |
| Email Address | Fax Number | | |
| | | | |

The undersigned confirm on behalf of the Broker-Dealer that they (1) have reasonable grounds to believe that the information and representations concerning the Transferee identified herein are true, correct and complete in all respects; (2) have discussed such Transferee's prospective purchase of shares with such Transferee; (3) have advised such Transferee of all pertinent facts with regard to the lack of liquidity and marketability of the shares; (4) have delivered a current Prospectus and related supplements, if any, to such Transferee; (5) have reasonable grounds to believe that the Transferee is purchasing these shares for his or her own account; and (6) have reasonable grounds to believe that the purchase of shares is a suitable investment for such Transferee, that such Transferee meets the suitability standards applicable to such Transferee set forth in the Prospectus and related supplements, if any, and that such Transferee is in a financial position to enable such Transferee to realize the benefits of such an investment and to suffer any loss that may occur with respect thereto.

| Financial Advisor Signature | Date | State of Sale | Branch Manager Signature | Date |
|---|---|---|---|---|
| | | | | |

(If required by Broker-Dealer)

**Once completed, please fax to (949) 429-6606 or mail to:**

Regular Mail and Direct Overnight Mail:
Strategic Student & Senior Housing Trust, Inc.
c/o Strategic Transfer Agent Services, LLC
10 Terrace Road, Ladera Ranch, CA 92694
Phone: 866-418-5144