Table of Contents

Index to Financial Statements

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

**FORM 10-K**

☒ **Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
**For the fiscal year ended December 31, 2019**

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
**For the Transition Period From to .**

**Commission file number** **001-32336 (Digital Realty Trust, Inc.)**
**000-54023 (Digital Realty Trust, L.P.)**

# DIGITAL REALTY TRUST, INC.
# DIGITAL REALTY TRUST, L.P.

**(Exact name of registrant as specified in its charter)**

| | |
|---|---|
| **Maryland (Digital Realty Trust, Inc.)**<br>**Maryland (Digital Realty Trust, L.P.)** | **26-0081711**<br>**20-2402955** |
| **(State or other jurisdiction of incorporation or organization)** | **(IRS employer identification number)** |
| **Four Embarcadero Center, Suite 3200**<br>**San Francisco, CA** | **94111** |
| **(Address of principal executive offices)** | **(Zip Code)** |

**(415) 738-6500**
**(Registrant's telephone number, including area code)**

**Securities registered pursuant to Section 12(b) of the Act:**

| | Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|---|
| Digital Realty Trust, Inc. | Common Stock, $0.01 par value per share | DLR | New York Stock Exchange |
| | Series C Cumulative Redeemable Perpetual Preferred Stock, $0.01 par value per share | DLR Pr C | New York Stock Exchange |
| | Series G Cumulative Redeemable Preferred Stock, $0.01 par value per share | DLR Pr G | New York Stock Exchange |
| | Series I Cumulative Redeemable Preferred Stock, $0.01 par value per share | DLR Pr I | New York Stock Exchange |
| | Series J Cumulative Redeemable Preferred Stock, $0.01 par value per share | DLR Pr J | New York Stock Exchange |
| | Series K Cumulative Redeemable Preferred Stock, $0.01 par value per share | DLR Pr K | New York Stock Exchange |
| | Series L Cumulative Redeemable Preferred Stock, $0.01 par value per share | DLR Pr L | New York Stock Exchange |
| Digital Realty Trust, L.P. | None | None | None |

**Securities registered pursuant to Section 12(g) of the Act:**

| | |
|---|---|
| Digital Realty Trust, Inc. | None |
| Digital Realty Trust, L.P. | Common Units of Partnership Interest |

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

| | |
|---|---|
| Digital Realty Trust, Inc. | Yes ☒ No ☐ |
| Digital Realty Trust, L.P. | Yes ☒ No ☐ |

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

| | |
|---|---|
| Digital Realty Trust, Inc. | Yes ☐ No ☒ |
| Digital Realty Trust, L.P. | Yes ☐ No ☒ |

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.

| | |
|---|---|
| Digital Realty Trust, Inc. | Yes ☒ No ☐ |
| Digital Realty Trust, L.P. | Yes ☒ No ☐ |

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted 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 such files).

| | |
|---|---|
| Digital Realty Trust, Inc. | Yes ☒ No ☐ |
| Digital Realty Trust, L.P. | Yes ☒ No ☐ |

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

Digital Realty Trust, Inc.:

| | | | |
|---|---|---|---|
| Large accelerated filer | ☒ | Accelerated filer | ☐ |
| Non-accelerated filer | ☐ | Smaller reporting company | ☐ |
| | | Emerging growth company | ☐ |

Digital Realty Trust, L.P.:

| | | | |
|---|---|---|---|
| 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.

| | |
|---|---|
| Digital Realty Trust, Inc. | ☐ |
| Digital Realty Trust, L.P. | ☐ |

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

| | |
|---|---|
| Digital Realty Trust, Inc. | Yes ☐ No ☒ |
| Digital Realty Trust, L.P. | Yes ☐ No ☒ |

The aggregate market value of the common equity held by non-affiliates of Digital Realty Trust, Inc. as of June 28, 2019 totaled approximately $25 billion based on the closing price for Digital Realty Trust, Inc.'s common stock on that day as reported by the New York Stock Exchange. Such value excludes common stock held by executive officers, directors and 10% or greater stockholders as of June 28, 2019. The identification of 10% or greater stockholders as of June 28, 2019 is based on Schedule 13G and amended Schedule 13G reports publicly filed before June 28, 2019. This calculation does not reflect a determination that such parties are affiliates for any other purposes.

There is no public trading market for the common units of Digital Realty Trust, L.P. As a result, the aggregate market value of the common units held by non-affiliates of Digital Realty Trust, L.P. cannot be determined.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Digital Realty Trust, Inc.:

| Class | Outstanding at February 26, 2020 |
|---|---|
| Common Stock, $.01 par value per share | 209,039,061 |

**DOCUMENTS INCORPORATED BY REFERENCE**

Part III incorporates by reference portions of Digital Realty Trust, Inc.'s Proxy Statement for its 2020 Annual Meeting of Stockholders which the registrants anticipate will be filed no later than 120 days after the end of its fiscal year pursuant to Regulation 14A.

## EXPLANATORY NOTE

This report combines the annual reports on Form 10-K for the year ended December 31, 2019 of Digital Realty Trust, Inc., a Maryland corporation, and Digital Realty Trust, L.P., a Maryland limited partnership, of which Digital Realty Trust, Inc. is the sole general partner. Unless otherwise indicated or unless the context requires otherwise, all references in this report to "we," "us," "our," "our Company" or "the Company" refer to Digital Realty Trust, Inc. together with its consolidated subsidiaries, including Digital Realty Trust, L.P. Unless otherwise indicated or unless the context requires otherwise, all references to "our Operating Partnership" or "the Operating Partnership" refer to Digital Realty Trust, L.P. together with its consolidated subsidiaries.

Digital Realty Trust, Inc. is a real estate investment trust, or REIT, and the sole general partner of Digital Realty Trust, L.P. As of December 31, 2019, Digital Realty Trust, Inc. owned an approximate 95.9% common general partnership interest in Digital Realty Trust, L.P. The remaining approximate 4.1% of the common limited partnership interests of Digital Realty Trust, L.P. are owned by non-affiliated third parties and certain directors and officers of Digital Realty Trust, Inc. As of December 31, 2019, Digital Realty Trust, Inc. owned all of the preferred limited partnership interests of Digital Realty Trust, L.P. As the sole general partner of Digital Realty Trust, L.P., Digital Realty Trust, Inc. has the full, exclusive and complete responsibility for the Operating Partnership's day-to-day management and control.

We believe combining the annual reports on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. into this single report results in the following benefits:

- enhancing investors' understanding of our Company and our Operating Partnership by enabling investors to view the business as a whole in the same manner as management views and operates the business;
- eliminating duplicative disclosure and providing a more streamlined and readable presentation since a substantial portion of the disclosure applies to both our Company and our Operating Partnership; and
- creating time and cost efficiencies through the preparation of one combined report instead of two separate reports.

There are a few differences between our Company and our Operating Partnership, which are reflected in the disclosure in this report. We believe it is important to understand the differences between our Company and our Operating Partnership in the context of how we operate as an interrelated consolidated company. Digital Realty Trust, Inc. is a REIT, whose only material asset is its ownership of partnership interests of Digital Realty Trust, L.P. As a result, Digital Realty Trust, Inc. does not conduct business itself, other than acting as the sole general partner of Digital Realty Trust, L.P., issuing public equity from time to time and guaranteeing certain unsecured debt of Digital Realty Trust, L.P. and certain of its subsidiaries. Digital Realty Trust, Inc. itself does not issue any indebtedness but guarantees the unsecured debt of Digital Realty Trust, L.P. and certain of its subsidiaries and affiliates, as disclosed in this report. Digital Realty Trust, L.P. holds substantially all the assets of the Company and holds the ownership interests in the Company's joint ventures. Digital Realty Trust, L.P. conducts the operations of the business and is structured as a partnership with no publicly traded equity. Except for net proceeds from public equity issuances by Digital Realty Trust, Inc., which are generally contributed to Digital Realty Trust, L.P. in exchange for partnership units, Digital Realty Trust, L.P. generates the capital required by the Company's business through Digital Realty Trust, L.P.'s operations, by Digital Realty Trust, L.P.'s direct or indirect incurrence of indebtedness or through the issuance of partnership units.

The presentation of noncontrolling interests in operating partnership, stockholders' equity and partners' capital are the main areas of difference between the consolidated financial statements of Digital Realty Trust, Inc. and those of Digital Realty Trust, L.P. The common limited partnership interests held by the limited partners in Digital Realty Trust, L.P. are presented as limited partners' capital within partners' capital in Digital Realty Trust, L.P.'s consolidated financial statements and as noncontrolling interests in operating partnership within equity in Digital Realty Trust, Inc.'s consolidated financial statements. The common and preferred partnership interests held by Digital Realty Trust, Inc. in Digital Realty Trust, L.P. are presented as general partner's capital within partners' capital in Digital Realty Trust, L.P.'s consolidated financial statements and as preferred stock, common stock, additional paid-in capital and accumulated dividends in excess of earnings within stockholders' equity in Digital Realty Trust, Inc.'s consolidated financial statements. The differences in the presentations between stockholders' equity and partners' capital result from the differences in the equity issued at the Digital Realty Trust, Inc. and the Digital Realty Trust, L.P. levels.

To help investors understand the significant differences between the Company and the Operating Partnership, this report presents the following separate sections for each of the Company and the Operating Partnership:

- consolidated financial statements;
- the following notes to the consolidated financial statements:
  - "Debt of the Company" and "Debt of the Operating Partnership";
  - "Income per Share" and "Income per Unit";
  - "Equity and Accumulated Other Comprehensive Loss, Net of the Company" and "Capital and Accumulated Other Comprehensive Loss of the Operating Partnership"; and
  - "Quarterly Financial Information";
- Liquidity and Capital Resources in Management's Discussion and Analysis of Financial Condition and Results of Operations;
- Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities; and
- Selected Financial Data.

This report also includes separate Item 9A. Controls and Procedures sections and separate Exhibit 31 and 32 certifications for each of the Company and the Operating Partnership in order to establish that the Chief Executive Officer and Chief Financial Officer of each entity has made the requisite certifications and that the Company and the Operating Partnership are compliant with Rule 13a-15 or Rule 15d-15 of the Securities Exchange Act of 1934 and 18 U.S.C. §1350.

In order to highlight the differences between the Company and the Operating Partnership, the separate sections in this report for the Company and the Operating Partnership specifically refer to the Company and the Operating Partnership. In the sections that combine disclosure of the Company and the Operating Partnership, this report refers to actions or holdings as being actions or holdings of the Company. Although the Operating Partnership is generally the entity that enters into contracts and joint ventures and holds assets and debt, reference to the Company is appropriate because the business is one enterprise and the Company operates the business through the Operating Partnership.

As general partner with control of the Operating Partnership, Digital Realty Trust, Inc. consolidates the Operating Partnership for financial reporting purposes, and it does not have significant assets other than its investment in the Operating Partnership. Therefore, the assets and liabilities of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. are the same on their respective consolidated financial statements. The separate discussions of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. in this report should be read in conjunction with each other to understand the results of the Company on a consolidated basis and how management operates the Company.

In this report, "properties" and "buildings" refer to all or any of the buildings in our portfolio, including data centers and non-data centers, and "data centers" refers only to the properties or buildings in our portfolio that contain data center space. In this report, "global revolving credit facility" refers to our Operating Partnership's $2.35 billion senior unsecured revolving credit facility and global senior credit agreement; "term loan facility" or "unsecured term loans" refers to our Operating Partnership's senior unsecured multi-currency term loan facility and term loan agreement, which governs a $300 million five-year senior unsecured term loan and a $512 million five-year senior unsecured term loan; "Yen revolving credit facility" refers to our Operating Partnership's ¥33,285,000,000 (approximately $306 million based on exchange rates at December 31, 2019) senior unsecured revolving credit facility and Yen credit agreement; and "revolving credit facilities" or "global revolving credit facilities" refer to our global revolving credit facility and our Yen revolving credit facility, collectively.

**DIGITAL REALTY TRUST, INC. AND DIGITAL REALTY TRUST, L.P.**
**FORM 10-K**
**FOR THE YEAR ENDED DECEMBER 31, 2019**

**TABLE OF CONTENTS**


| | | PAGE NO. |
|---|---|---|
| PART I. | | 1 |
| ITEM 1. | Business | 1 |
| ITEM 1A. | Risk Factors | 16 |
| ITEM 1B. | Unresolved Staff Comments | 52 |
| ITEM 2. | Properties | 52 |
| ITEM 3. | Legal Proceedings | 57 |
| ITEM 4. | Mine Safety Disclosures | 57 |
| PART II. | | 58 |
| ITEM 5. | Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities | 58 |
| ITEM 6. | Selected Financial Data | 61 |
| ITEM 7. | Management's Discussion and Analysis of Financial Condition and Results of Operations | 65 |
| ITEM 7A. | Quantitative and Qualitative Disclosures About Market Risk | 96 |
| ITEM 8. | Financial Statements and Supplementary Data | 99 |
| ITEM 9. | Changes in and Disagreements with Accountants on Accounting and Financial Disclosure | 196 |
| ITEM 9A. | Controls and Procedures | 196 |
| ITEM 9B. | Other Information | 197 |
| PART III. | | 198 |
| ITEM 10. | Directors, Executive Officers and Corporate Governance | 198 |
| ITEM 11. | Executive Compensation | 198 |
| ITEM 12. | Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters | 198 |
| ITEM 13. | Certain Relationships and Related Transactions and Director Independence | 198 |
| ITEM 14. | Principal Accounting Fees and Services | 198 |
| PART IV. | | 199 |
| ITEM 15. | Exhibits and Financial Statement Schedules | 199 |
| ITEM 16. | Form 10-K Summary | 208 |
| SIGNATURES | | 209 |

## PART I

### ITEM 1. BUSINESS

**The Company**

Digital Realty Trust, Inc., through its controlling interest in Digital Realty Trust, L.P. (the Operating Partnership) and the subsidiaries of the Operating Partnership, (collectively, we, our, us or the Company) is a leading global provider of data center, colocation and interconnection solutions for customers across a variety of industry verticals ranging from cloud and information technology services, communications and social networking to financial services, manufacturing, energy, healthcare, and consumer products. Digital Realty Trust, L.P., a Maryland limited partnership, is the entity through which Digital Realty Trust, Inc., a Maryland corporation, conducts its business of owning, acquiring, developing and operating data centers. Digital Realty Trust, Inc. operates as a REIT for federal income tax purposes.

As of December 31, 2019, our portfolio consisted of 225 data centers (including 41 data centers held as investments in unconsolidated joint ventures), of which 147 are located in the United States, 41 are located in Europe, 19 are located in Latin America, 10 are located in Asia, 5 are located in Australia and 3 are located in Canada.

Digital Realty Trust, Inc. was incorporated in the state of Maryland on March 9, 2004. Digital Realty Trust, L.P. was organized in the state of Maryland on July 21, 2004. Our principal executive offices are located at Four Embarcadero Center, Suite 3200, San Francisco, California 94111. Our telephone number is (415) 738-6500. Our website is www.digitalrealty.com. The information found on, or otherwise accessible through, our website is not incorporated by reference into, nor does it form a part of, this Annual Report on Form 10-K.

**Recent Acquisitions**

On October 29, 2019, Digital Realty Trust, Inc., Digital Intrepid Holding B.V., an indirect subsidiary of Digital Realty Trust, Inc., which we refer to as the Buyer, and InterXion Holding N.V., which we refer to as InterXion, entered into a purchase agreement, or the Purchase Agreement, pursuant to which, subject to the terms and conditions of the Purchase Agreement, the Buyer will commence an exchange offer, or the Offer, to purchase all of the outstanding ordinary shares of InterXion, or InterXion Shares, in exchange for shares of common stock of Digital Realty Trust, Inc., or the Offer Consideration. The transaction is expected to close in 2020 and is subject to customary closing conditions. We refer to the transactions contemplated by the Purchase Agreement as the InterXion Combination or the InterXion Transactions.

On November 1, 2019, we closed the joint venture with Mapletree Investments and Mapletree Industrial Trust, which we refer to collectively as Mapletree, on three existing Turn-Key Flex® data centers located in Ashburn, Virginia. The Company retained a 20% ownership interest in the joint venture, and Mapletree acquired the remaining 80% stake for approximately $0.8 billion. We will continue to operate and manage these facilities. The second tranche of the Mapletree transaction, the sale of 10 fully-leased Powered Base Building® properties for $557 million, closed in January 2020.

On December 20, 2018, the Operating Partnership and Stellar Participações S.A. (formerly Stellar Participações Ltda.), a Brazilian subsidiary of the Operating Partnership, completed the acquisition of Ascenty, a leading data center provider in Brazil, for cash and equity consideration of approximately $2.0 billion, including cash assumed. We refer to this transaction as the Ascenty Acquisition. In March 2019, we formed a joint venture with Brookfield Infrastructure, an affiliate of Brookfield Asset Management, one of the largest owners and operators of infrastructure assets globally. Brookfield invested approximately $702 million in exchange for approximately 49% of the total equity interests in the joint venture which owns and operates Ascenty. A subsidiary of the Operating Partnership retained the remaining equity interest in the Ascenty joint venture. As of March 27, 2019, we deconsolidated Ascenty and recorded our retained interest as an investment in unconsolidated joint ventures due to shared control with Brookfield.

On September 14, 2017, we completed the acquisition of DuPont Fabros Technology, Inc., or DFT, in an all-stock merger, which we refer to as the DFT Merger, for equity consideration of approximately $6.2 billion. We believe this transaction expanded our reach with a complementary portfolio in top U.S. metropolitan areas while enhancing our ability to meet the growing demand for hyper-scale and public cloud solutions and solidifying our blue-chip customer base.

On July 5, 2016, we completed the acquisition of a portfolio of eight high-quality, carrier-neutral data centers in Europe, which we refer to as the European Portfolio Acquisition, for a total purchase price of $818.9 million (based on the exchange rate at the date of acquisition). We believe the acquisition of these highly strategic assets in Amsterdam, Frankfurt and London enhanced our global colocation and interconnection platform.

On October 9, 2015, we acquired Telx Holdings, Inc., or Telx, a leading U.S. provider of data center colocation, interconnection and cloud enablement solutions, which we refer to as the Telx Acquisition, for approximately $1.9 billion. We believe this was a transformational transaction that established us as a leading provider of colocation and interconnection solutions in the U.S., and was highly complementary to our existing data center solutions.

**Industry Background**

The digital economy continues to grow and change how enterprises across all industries create and deliver value. Companies increasingly need to operate ubiquitously, on-demand and with real-time intelligence serving customers, partners and employees across multiple channels, business functions and points of business presence. Computational processing power requirements continue to advance, data traffic is growing, and the volume of data that enterprises generate, transmit, process, analyze, monitor and manage is expanding dramatically. The Internet of Things, 5G, autonomous vehicles and artificial intelligence, among other technological advancements, are driving unprecedented growth of the digital economy.

As the infrastructure for this growing digital economy, we believe the data center industry is poised for sustainable growth. The demand for data center infrastructure is being driven by this digital transformation which is contributing to the explosive growth of data, rapid growth of cloud adoption and greater demand for IT outsourcing. The power requirements and financial costs to support this growth in data, traffic and storage are substantial and growing accordingly. We believe that data centers will continue to play a critical role in the digital economy and enabling business transformation strategies.

We believe cloud solutions and, in particular, hybrid cloud solutions will remain significant drivers of demand for data infrastructure. The hybrid cloud, which combines public and private cloud solutions, has gained traction because it enables corporate enterprises to achieve efficiencies and contain costs as well as scale and secure their most sensitive information. In addition, the leading cloud service providers are generally mature, well-capitalized technology companies, and cloud platforms are among their fastest growing business segments. Data center providers that can solve global coverage, capacity and ecosystem connectivity needs, and coordinate and aggregate diverse customer and application demand, are poised to benefit from these cloud-specific industry drivers.

These diverse and secular industry dynamics are driving greater demand for data center capacity not only from global cloud service providers, but also from businesses across all industries, including disaster recovery firms, IT service firms and financial services. As companies focus on their core competencies and rely on outsourcing to meet their needs, they are prioritizing colocation for their data center solutions for various reasons, including to reduce latency in data transfer and increase global presence and connectivity. New technologies need a fast, reliable and flexible foundation to operate, and the importance of offering a full spectrum of power, space and connectivity solutions continues to grow.

**Our Business**

We solve global coverage, capacity, and ecosystem connectivity needs for companies of all sizes through PlatformDIGITAL™, our global platform for centers of data exchange, interconnection, and colocation solutions. Our global, fit for purpose data center platform enables companies to scale their digital business with a controlled, connected, and optimized network architecture designed to address their specific requirements. We offer a Pervasive Data Center (PDx™) architecture that integrates the physical and virtual worlds within proximity to centers of data exchange, interconnected to digital ecosystems and tailored to business needs. Our solutions support increasing requirements for a decentralized infrastructure to accommodate the growing need for distributed workflows that vary by type of customer, application, data and location. This platform allows our customers and partners to connect with each other and their own customers and partners.

Fundamentally, our platform brings together foundational real estate and innovative technology expertise to deliver a comprehensive, specialized product suite to meet customers' global infrastructure needs. Our solutions help enable the global cloud revolution and provide the infrastructure for today's growing digital economy. We represent an important part of the digital economy that we believe will benefit from powerful, long-term growth drivers.

We believe that the growth trends in the data center market, the cloud, Internet traffic and Internet-based services, combined with cost advantages in outsourcing data center requirements, provide attractive growth opportunities for us as a data center solutions provider. Leveraging deep expertise in technology and real estate, we have an expansive global footprint, impressive scale and a full-spectrum fit for purpose product offering in key metropolitan areas around the world. These advantages simplify the contracting process for multinational enterprises, eliminating their need to contract with multiple local data center solutions providers. In addition, in areas where high data center construction and operating costs and long time-to-market prohibit many of our customers from building their own data centers, our global footprint and scale allow us to quickly and efficiently meet our customers' needs.

**Digital Realty Pillars**

***Resilient Foundations***

Our record of resiliency, 12 consecutive years of "five-nines" (99.999%) uptime for facilities owned and operated by us, and our award-winning sustainability program ensure our customers' high-performance networks are effective and environmentally conscious. We design, own and manage data centers and are trusted with the critical IT infrastructures of companies globally, from small businesses to large multinational enterprises. We provide the critical digital foundations for our customers to store, manage, and connect their data when, where and how they need it.

***Global, Local and Interconnected***

Our data centers are hyper-connected hubs, strategically located in 36 key metro areas across the world. Our global strength is matched by the expertise of our local teams on the ground. Our data centers provide high-performance access to one of the largest ecosystems of interconnected networks, critical data center and cloud services, customers and partners. Our global footprint and network enable our customers to connect with other parties in the way they need.

***Trusted Partner***

We are a trusted partner for our customers, which include many of the most digitally ambitious companies in the world, helping safeguard their digital capital and driving their growth. Whether designing and delivering dedicated data center facilities or solving cloud connectivity issues, our dedicated team of technical experts strives to ensure customer success through consistency in operations, customer care and ease of doing business.

**Our Data Center Portfolio**

Our portfolio of high-quality data centers provides secure, highly connected and continuously available environments for the exchange, processing and storage of critical electronic information. Data centers are used for digital communication, disaster recovery purposes, transaction processing and housing mission-critical corporate IT applications. Our internet gateway data centers are highly interconnected, network-dense facilities that serve as hubs for internet and data communications within and between major metropolitan areas. We believe internet gateways are extremely valuable and a high-quality, highly interconnected global portfolio such as ours could not be easily replicated today on a cost-competitive basis.

Our global platform provides access to a network of 225 state-of-the-art, interconnected data centers, concentrated in 36 major metropolitan areas across 13 countries on five continents. We are diversified across major metropolitan areas characterized by a high concentration of connected end-users and technology companies. Northern Virginia represented 24% of total revenue for the year ended December 31, 2019, followed by Chicago with 13% of total revenue.

Through strategic investments, we have grown our presence in key metropolitan areas throughout North America, Europe, Latin America, Asia and Australia. Recent acquisitions have expanded our footprint into Latin America, enhanced our data center offerings in strategic and complementary U.S. metropolitan areas, established our colocation and interconnection platform in the U.S. and expanded our colocation and interconnection platform in Europe, each transaction enhancing our presence in top-tier locations throughout the U.S., Europe and Latin America.

The locations of and improvements to our data centers, the network density, interconnection infrastructure and connectivity-centric customers in certain of our facilities, and our comprehensive product offerings are critical to our customers' businesses, which we believe results in high occupancy levels, longer average lease terms and customer relationships, as well as lower turnover. In addition, many of our data centers contain significant improvements that have been installed at our customers' expense. The tenant improvements in our data centers are generally readily adaptable for use by similar customers.

Our data centers are physically secure, network-rich and equipped to meet the power and cooling requirements of smaller footprints up to the most demanding IT applications. Many of our data centers are located on major aggregation points formed by the physical presence of multiple major telecommunications service providers, which reduces our customers' costs and operational risks and enhances the attractiveness of our properties. In addition, our strategically

located global data center campuses offer our customers the ability to expand their global footprint as their businesses grow, while our connectivity offerings on our campuses enhance the capabilities and attractiveness of these facilities. Further, the network density, interconnection infrastructure and connectivity-centric customers in certain of our data centers has led to the organic formation of densely interconnected ecosystems that are difficult for others to replicate and deliver added value to our customers.

Our portfolio contains a total of approximately 36.6 million square feet, including approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for future development. The 41 data centers held as investments in unconsolidated joint ventures have an aggregate of approximately 4.7 million rentable square feet. The 24 parcels of developable land we own comprise approximately 944 acres. A significant component of our current and future growth is expected to be generated through the development of our existing space held for development and acquisition of new properties. As of December 31, 2019, our portfolio, including the 41 data centers held as investments in unconsolidated joint ventures and excluding space under active development and space held for future development, was approximately 86.8% leased.

**Our Diversified Product Offerings**

We provide a flexible, global data center platform that allows our customers to tailor infrastructure deployments and controls matched to their business needs. Our data centers and comprehensive suite of product offerings are scalable to meet our customers' needs, from a single rack or cabinet up to multi-megawatt deployments, along with connectivity, interconnection and solutions to support their hybrid cloud architecture requirements. Over the past few years, we have expanded our product mix to appeal to a broader spectrum of data center customers, especially those seeking to support a greater portion of their data center requirements through a single provider. We offer a comprehensive global product offering that covers the spectrum from single rack colocation to multiple megawatt deployments and connectivity around the world to suit our customers' current needs and to enable their future growth. Our Critical Facilities Management® services and team of technical engineers and data center operations experts provide 24/7 support for these mission-critical facilities.

***PlatformDIGITAL Solution Model.*** The PlatformDIGITAL solution model is based on our Pervasive Datacenter™ architecture strategy, which brings users, networks, clouds, controls and systems to the data, removing barriers, creating centers of data exchange to accommodate distributed workflows and scaling digital business.

| | |
|---|---|
| **Network Hub** | Consolidates and localizes traffic into ingress/egress points to optimize network performance and cost |
| **Control Hub** | Hosts adjacent security and IT controls to improve security posture and IT operations |
| **Data Hub** | Localizes data aggregation, staging, analytics, streaming and data management to optimize data |
| **SX Fabric** | Adds SDN overlay to service chain multi-cloud and B2B application ecosystems<br>Connects hubs across metros and regions to enable secure and performant distributed workflows |

***Capacity***

| Product | Description |
|---|---|
| Colocation | Small (one cabinet) to medium (75 cabinets) deployments<br>Provides agility to quickly deploy in days<br>Contract length generally 2-3 years<br>Consistent designs, operational environment, power expenses |
| Scale & Hyperscale<br>Powered Base Building®<br>Turn-Key Flex® | Scale from medium (300+ kW) to very large deployments<br>Solution can be executed in weeks<br>Contract length generally 5-10+ years<br>Customized data center environment for specific deployment needs |

The PlatformDIGITAL solution model is available in our colocation and Turn-Key Flex® data centers, which are move-in ready, physically secure facilities with the power and cooling capabilities to support customers requiring a single rack or cabinet up to multi-megawatt deployments. We believe our colocation and Turn-Key Flex® facilities are effective solutions for customers who may lack the bandwidth, capital budget, expertise or desire to provide their own extensive data center infrastructure, management and security. For customers who possess the ability to build and operate their own facility, our Powered Base Building® solution provides the physical location, requisite power and network access necessary to support a state-of-the-art data center.

Additionally, our data center campuses offer our customers the opportunity to expand in or near their existing deployments within our data center campuses.

***Connectivity***

| Product | Description |
|---|---|
| Cross Connect | A Layer 1 connection between two customer defined end points in a Digital Realty facility |
| Campus Connect | Local, dedicated connectivity solution within Digital Realty campus environments located in hyperconnected metros around the world |
| Metro Connect | Dedicated connection between multiple Digital Realty facilities located in the same metro area |
| Internet Exchange | Peering with major carrier, content, and wireless networks on a single, high-availability service platform |
| Service Exchange | Access to multiple connections through multiple service providers all from one portal |
| IP Bandwidth | Blended bandwidth upstream connectivity with routing to provide a fast, resilient, dedicated Internet connection |
| Pathway | Point-of-entry access for carriers, terminating into the POP or Meet Me Room within a given facility |

Through our recent investments and strategic partnerships, we have significantly expanded our capabilities as a leading provider of interconnection and cloud-enablement services globally. We believe interconnection is an attractive line of business that would be difficult to build organically and enhances the overall value proposition of our data center product offerings. Furthermore, through product offerings such as our Service Exchange and partnerships with cloud service providers, we are able to support our customers' hybrid cloud architecture requirements.

**Our Global Customers**

Our portfolio has attracted a high-quality, diversified mix of customers. We have more than 2,000 customers, and no single customer represented more than approximately 8.0% of the aggregate annualized rent of our portfolio as of December 31, 2019. We provide each customer access to a choice of highly customized solutions based on their scale, colocation, and interconnection needs.

***Global Customer Base across a Wide Variety of Industry Sectors.*** We use our in-depth knowledge of requirements for and trends impacting cloud and information technology service providers, content providers, network and communications providers, and other data center users, including enterprise customers, to market our data centers to meet these customers' specific technology needs. Our customers are increasingly launching multi-regional deployments and growing with us internationally. Our largest customer, accounted for approximately 8.0% of the aggregate annualized rent as of December 31, 2019 and no other single customer accounted for more than approximately 6.7% of the aggregate annualized rent of our portfolio. At December 31, 2019, our customers represented a variety of industry verticals, ranging from cloud and information technology services, communications and social networking to financial services, manufacturing, energy, gaming, life sciences and consumer products.

| Cloud and IT Services | Digital Content Providers and Financial Companies | Network and Mobile Services |
|---|---|---|
| Fortune 50 Software Company | Facebook, Inc. | Comcast Corporation |
| IBM | Fortune 25 Investment Grade-Rated Company | CenturyLink |
| Oracle America, Inc. | LinkedIn | China Telecommunications Corporation |
| Cyxtera Technologies | JPMorgan Chase & Co. | Verizon |
| Equinix | Morgan Stanley | |

***Proven Experience Attracting and Retaining Customers.*** Our specialized data center salesforce, which is aligned to meet our customers' needs for global, enterprise and network solutions, provides a robust pipeline of new customers, while existing customers continue to grow and expand their utilization of our technology-enabled services to support a greater portion of their IT needs.

Below is a summary of our leasing activity for the year ended December 31, 2019 (in millions):

| | Year Ended December 31, 2019 | | | |
|---|---|---|---|---|
| | Commenced | | Signed | |
| | Square Feet | Annualized GAAP Rent | Square Feet | Annualized GAAP Rent |
| New | 1.8 | $ 216 | 1.7 (1) | $ 218 (1) |
| Renewals | 5.0 | $ 519 | 4.9 | $ 509 |

(1) Includes signed new leases with existing customers totaling approximately 1.5 million square feet, which represent approximately $194 million in annualized GAAP rent.

**Our Design and Construction Program**

Our extensive development activity, operating scale and process-based approach to data center design and construction result in significant cost savings and added value for our customers. We have leveraged our purchasing power by securing global purchasing agreements and developing relationships with major equipment manufacturers, reducing costs and shortening delivery timeframes on key components, including major mechanical and electrical equipment. Utilizing our innovative modular data center design, we deliver what we believe to be a technically superior data center environment at significant cost savings. In addition, by utilizing our POD Architecture® to develop new Turn-Key Flex® facilities in our existing Powered Base Building® facilities, on average we can deliver a fully commissioned facility in under 30 weeks. Finally, our access to capital and investment-grade ratings allow us to provide data center solutions for customers who do not want to invest their own capital.

**Our Investment Approach**

We have developed detailed, standardized procedures for evaluating acquisitions and investments, including income-producing properties as well as vacant buildings and land suitable for development, to ensure that they meet our strategic, financial, technical and other criteria. These procedures, together with our in-depth knowledge of the technology, data center and real estate industries, allow us to identify strategically located properties and evaluate investment opportunities efficiently and, as appropriate, commit and close quickly. Our investment-grade ratings, along with our broad network of contacts within the data center industry, enable us to effectively capitalize on acquisition and investment opportunities.

**Our Management Team and Organization**

Our senior management team has many years of experience in the technology and/or real estate industries, including experience as investors in and advisors to technology companies. We believe that our senior management team's extensive knowledge of both the technology and the real estate industries provides us with a key competitive advantage. Further, a significant portion of compensation for our senior management team and directors is in the form of common equity interests in our Company. We also maintain minimum stock ownership requirements for our senior management team and directors, further aligning their interests with those of external stockholders, as well as an employee stock purchase plan, which encourages our employees to increase their ownership in the Company.

**Our Business and Growth Strategies**

Our primary business objectives are to maximize: (i) sustainable long-term growth in earnings and funds from operations per share and unit, (ii) cash flow and returns to our stockholders and our Operating Partnership's unitholders through the payment of dividends and distributions and (iii) return on invested capital. We expect to accomplish these objectives by achieving superior risk-adjusted returns, prudently allocating capital, diversifying our product offerings, accelerating our global reach and scale, and driving revenue growth and operating efficiencies.

***Superior Risk-Adjusted Returns.*** We believe that achieving appropriate risk-adjusted returns on our business, including on our development pipeline and leasing transactions, will deliver superior stockholder returns. At December 31, 2019, we had approximately 4.5 million square feet of space under active development. We may continue to build out our development pipeline when justified by anticipated returns. We have established robust internal guidelines for reviewing and approving leasing transactions, which we believe will drive risk-adjusted returns. We also believe that providing an even stronger value proposition to our customers, including through new and more comprehensive product offerings, as well as continuing to improve operational efficiencies, will further drive improved returns for our business.

***Prudently Allocate Capital.*** We believe that the accretive deployment of capital at sufficiently positive spreads above our cost of capital enables us to increase cash flow and create long-term stockholder value.

*Strategic and Complementary Investments.* We have developed significant expertise at underwriting, financing and executing data center investment opportunities. We employ a collaborative approach to deal analysis, risk management and asset allocation, focusing on key elements, such as market fundamentals, accessibility to fiber and power, and the local regulatory environment. In addition, the specialized nature of data centers makes these investment opportunities more difficult for traditional real estate investors to underwrite, resulting in reduced competition for investments relative to other property types. We believe this dynamic creates an opportunity for us to generate attractive risk-adjusted returns on our capital.

*Preserve the Flexibility of Our Balance Sheet*. We are committed to maintaining a conservative capital structure. We target a debt-to-adjusted EBITDA ratio at or less than 5.5x, fixed charge coverage of greater than three times, and floating rate debt at less than 20% of total outstanding debt. In addition, we strive to maintain a well-laddered debt maturity schedule, and we seek to maximize the menu of our available sources of capital, while minimizing the related cost. Since Digital Realty Trust Inc.'s initial public offering in 2004, we have raised approximately $35.0 billion of capital through common (excluding forward contracts), preferred and convertible preferred equity offerings,

exchangeable debt offerings, non-exchangeable bond offerings, our global revolving credit facilities, our term loan facility, a senior notes shelf facility, secured mortgage financings and re-financings, joint venture partnerships and the sale of non-core assets. We endeavor to maintain financial flexibility while using our liquidity and access to capital to support operations, our acquisition, investment, leasing and development programs and global campus expansion, which are important sources of our growth.

***Leverage Technology to Develop Comprehensive and Diverse Products.*** We have diversified our product offering, through acquisitions and organically through leveraging innovative technologies, and believe that we have one of the most comprehensive suites of global data center solutions available to customers from a single provider.

*Global Service Infrastructure Platform.* With our recent acquisitions, which extended our footprint into Latin America, enhanced our portfolio of scale and hyper-scale data centers in the U.S. and established us as a leading provider of colocation, interconnection and cloud-enablement services globally, we are able to offer a broader range of data center solutions to meet our customers' needs, from a single rack or cabinet to multi-megawatt deployments. We believe our products like Service Exchange and our partnerships with managed services and cloud service providers further enhance the attractiveness of our data centers.

*Provide Foundational Services to Enable Customers and Partners*. We believe that the real estate platform, through which we offer the foundational services of space, power and connectivity, will enable our customers and partners to serve their customers and grow their businesses. We believe our Internet gateway data centers, individual data centers and data center campuses are attractive to a wide variety of customers and partners of all sizes. Furthermore, we believe our colocation and interconnection offerings, as well as the densely connected ecosystems that have developed within our facilities, and the availability and scalability of our comprehensive suite of products are valuable and critical to our customers and partners.

***Accelerate Global Reach and Scale.*** We have strategically pursued international expansion since our IPO in 2004 and now operate across five continents. We believe that our global multi-product data center portfolio is a foundational element of our strategy and our scale and global platform represent key competitive advantages difficult to replicate. Customers and competitors are recognizing the value of interconnected scale, which aligns with our connected campus strategy that enables customers to "land and expand" with us. We expect to continue to source and execute strategic and complementary transactions to strengthen our data center portfolio, expand our global footprint and product mix, and enhance our scale. In December 2018, we completed the acquisition of Ascenty, a leading data center provider in Brazil, immediately establishing Digital Realty as the premier data center solutions provider in the Latin America region. In October 2019, we entered into a definitive agreement with InterXion, which would expand the combined company's presence across Europe.

***Drive Revenue Growth and Operating Efficiencies.*** We aggressively manage our properties to maximize cash flow and control costs by leveraging our scale to drive operating efficiencies.

*Leverage Strong Industry Relationships.* We use our strong industry relationships with international, national and regional corporate enterprise information technology groups and technology-intensive companies to identify and solve their data center needs. Our sales professionals are technology and real estate industry specialists who can develop complex facility solutions for the most demanding data center and other technology customers.

*Maximize Cash Flow*. We often acquire properties with substantial in-place cash flow and some vacancy, which enables us to create upside through lease-up. We control our costs by negotiating expense pass-through provisions in customer agreements for operating expenses, including power costs and certain capital expenditure. We have also focused on centralizing functions and optimizing operations as well as improving processes and technologies. We believe that expanding our global data center campuses will also contribute to operating efficiencies because we expect to achieve economies of scale on our campus environments.

**Sustainability**

We believe that addressing sustainability by driving environmental efficiency through the implementation of cost-effective design and use of renewable energy serves as a key differentiator enabling us to deliver products that help attract and retain customers, generate cash flow, and manage operational risks. Ninety percent of our top 20 customers have publicly stated sustainability goals, further highlighting the competitive importance of our sustainability initiatives.

In 2019, for the third consecutive year, we received the Nareit "Leader in the Light" award for data centers, recognizing our sustainability and energy-efficiency achievements. We also issued our second green bond with net proceeds of €1.08 billion to further our efforts to invest in green buildings, energy efficiency improvements, and renewable energy.

The Sustainability Accounting Standards Board ("SASB") issued the Real Estate Sustainability Accounting Standard guidance, which outlines proposed disclosure topics and accounting metrics for the real estate industry. We provide data on energy and water management metrics that we believe best correlate with our business and industry as indicated in the following sections. Energy and water data receives third party assurance as part of our annual environmental, social, and governance ("ESG") report development process.

*Energy Management*

*a) 2018 Energy Data*[1]

| Energy Consumption Data Coverage as % of Floor Area | Total Energy Consumed by Portfolio Area with Data Coverage (MWh)[2] | Grid electricity consumption as a % of Energy Consumption | Renewable Energy as a % of Energy Consumption[3] | Like-for-Like Change in Energy Consumption for Portfolio Area with Data Coverage[4] |
|---|---|---|---|---|
| 93% | 6,601,549 | 96% | 18% | 1.3% |

(1) The most recent full year for which energy data is available is 2018. The scope of data coverage includes managed and indirectly managed assets. In 2018, 97% of the Company's portfolio consisted of data center space along with limited accessory uses, predominantly office space. These secondary space types are not broken out by subsector.
(2) The scope of energy includes energy purchased from sources external to the Company and its customers; energy produced by the Company and its customers (i.e., self-generated); and energy from all other sources, including direct fuel usage, purchased electricity, and purchased chilled water.
(3) Provided as a percent of energy consumption for managed assets. Excludes renewable energy delivered as part of the standard utility fuel mix. Includes above-baseline utility renewables (e.g., green tariffs), Renewable Energy Credit ("REC") and Guaranty-of-Origin ("GO") purchases and RECs generated by the Company.
(4) Scope of data is aligned with the 2018 GRESB Real Estate Assessment Reference Guide ("Like-for-like Comparison").

*b) Sustainable Data Center Ratings*

We seek to certify all major new construction and redevelopment projects under US Green Building Council LEED Silver rating or equivalent certification. Data center space receiving third-party sustainable ratings in 2019 totaled approximately 1.1 million square feet. We received the following sustainable data center ratings for all, or a portion of, the following sites:

| Data Center | Metropolitan Area | Rating System | Level Achieved |
|---|---|---|---|
| 1210 Integrity Drive | Richardson | LEED (1) | Gold |
| 21744 Sir Timothy Drive | Ashburn | LEED | Gold |
| 3205 Alfred Street | Santa Clara | LEED | Gold |
| 44274 Round Table Plaza (Bldg L) Phase 2-3 | Ashburn | LEED | Gold |
| Digital Crawley 2 (North Bldg) | London | BREEAM (2) | Excellent |

(1) LEED™: Leadership in Energy and Environmental Design
(2) BREEAM: Building Research Establishment Environmental Assessment Method

For existing buildings, we seek to benchmark 100% of properties in ENERGY STAR Portfolio Manager and pursue certification for eligible U.S. properties. In 2019, we achieved ENERGY STAR for Data Centers recognition for 29 data centers, representing 54% of our U.S. stabilized and managed data center portfolio by square feet. In total, 46% of our total global stabilized and managed portfolio by square feet has an energy rating as of December 31, 2019.(1)

(1) Excludes unstabilized assets, Powered Base Building space, space under active development, space held for development, indirectly managed assets, and space held in unconsolidated joint ventures.

*c) Energy management considerations*

Energy and resource management considerations are integrated into our business decisions and strategy. For the operating portfolio, annual capital expense investment planning identifies and evaluates resource efficiency project opportunities in a parallel track alongside non-resource-impacting capital investments. For acquisitions and new development activity, resiliency risks, resource availability, and renewable energy access are considered. Our design and construction process is intended to incorporate sustainable features that support resource efficiency during construction as well as during eventual operational activity at the sites.

We seek to proactively identify and support opportunities to efficiently utilize resources, such as energy and water, throughout our operating portfolio. We have a colocation power usage effectiveness (PUE) improvement goal of 10% by 2022 against a 2017 baseline and UK Climate Change Agreement energy reduction goals for our UK properties. Our EMEA colocation portfolio participates in the European Union’s Code of Conduct for Energy Efficiency in Data Centers, a voluntary initiative which addresses airflow management, cooling system efficiency and capital plant replacement. Globally, we conduct external technical building assessments as well as utilize ENERGY STAR Portfolio Manager scores to prioritize efficiency opportunities. Energy efficiency measures implemented typically involve HVAC and lighting-related improvements and building commissioning. In 2019, more than 60 energy efficiency measures were implemented, totaling over 19,500 MWh in projected energy savings.

We have set a long-term, global 100% renewable target and in 2019, 100% of our EMEA portfolio and US colocation business units were matched with renewable energy. In 2019, we entered into a 50-megawatt power purchase agreement to source solar power for a portion of our Northern Virginia portfolio and entered into a utility green tariff to supply 120,000 MWh of renewable power to our Oregon data center development. Our Texas wind farm, Illinois wind farm and Virginia solar farm power purchase agreements produced 605,123 MWh of renewable energy credits in 2019.

We implement ISO 14001 (Environmental Management) and ISO 50001 (Energy Management) to measure, manage and improve the energy and environmental performance of our data centers. In 2018, 97% of our EMEA portfolio and 33% of our global portfolio had ISO 14001 certifications and 100% of our EMEA portfolio and 8% of our global portfolio was covered under ISO 50001. Additionally, 100% of our Singapore portfolio was certified under the SS564 Green Data Centres standard for Energy and Environmental Management Systems.

*Water Management*

*a) 2018 Water Data* [1]

| Water Withdrawal Data Coverage as % of Floor Area | % of Floor Area with 40% or Greater Baseline Water Stress [2] | Total Water Withdrawn by Portfolio Area with Data Coverage (cubic meters, in thousands) [3] | % of Water Withdrawn with 40% or Greater Baseline Water Stress [2] | Like-for-Like Change in Water Withdrawals [4] |
|---|---|---|---|---|
| | 34% | 5,469 | 57% | |

(1) The most recent full year for which water data is available is 2018. The scope of data coverage involves managed and indirectly managed assets The scope of water withdrawals is aligned with the 2018 GRESB Real Estate Assessment Reference Guide. In 2018, 97% of the Company's portfolio consisted of data center space along with limited accessory uses, predominantly office. These secondary space types are not broken out by subsector.
(2) Based on properties classified as High or Extremely High Baseline Water Stress determined by the World Resources Institute's (WRI) Water Risk Atlas tool, Aqueduct. Includes properties that have complete water withdrawal data coverage.
(3) The scope of water consumed includes potable and non- potable water purchased from third-party suppliers.
(4) Scope of data is aligned with the 2018 GRESB Real Estate Assessment Reference Guide ("Like-for-like Comparison").

b) *Water Management Risks and Mitigation Strategies*

Certain assets are in regions of high or extremely high baseline water stress and may face future risk of water scarcity, higher water costs, and regulatory constraints on water consumption. See Section 1A. for further discussion on environmental risks. We consider water availability, cost, and alternate supply solutions to potable water such as municipally supplied non-potable reclaimed water, which accounted for 35% of our total water usage in 2018. We also consider cooling system designs to maximize 'free cooling' and reduce or eliminate the site's reliance on access to water for cooling. In 2019, we announced a program that would expand the Company's efforts to optimize water use through water reduction, reuse and recycling projects. Additionally, we participate in the Building Owners and Managers Association ("BOMA") Waste and Water Challenge, committing to monitor and improve our waste and water consumption.

*Management of Tenant Sustainability Impacts*

*a) 2019 Tenant Sustainability*

| % of New Leases with Cost Recovery Clause for Efficiency Improvements [1] | Leased Floor Area of New Leases with Cost Recovery Clause (Square Feet) | % of Total Leased Floor Area with Cost Recovery Clauses [2] | % of Leased Floor Area that is Separately Metered for Electricity Consumption [3] |
|---|---|---|---|
| 29% | 411,493 | 6.4% | 95% |

(1) Data provided for new data center scale leases signed and excludes colocation agreements.
(2) Total leased floor area excludes non-managed unconsolidated joint ventures, vacant space, space held for development, space under active development, Powered Base Building, colocation, and non-technical space. Leased floor area with cost recovery clauses signed prior to 2017 may not be included.

(3) Excludes unconsolidated joint ventures, vacant space, space held for development, space under active development, and non-technical space. Water use is predominantly driven by shared cooling infrastructure, common areas, and exterior landscape irrigation and is not separately metered.

b) *Approach to measuring, incentivizing and improving sustainability impacts of tenants*

We seek to incorporate “green lease” language into agreements with new customers where energy is separately metered, and we endeavor to incorporate green lease language into renewals. We launched our green lease program for applicable contract types to better align interests between landlord and tenants to incentivize energy and resource efficiency investments, share energy and water usage data, streamline renewable energy procurement and support sustainable building certifications.

*Climate Change Adaptation*

*a) Properties located in 100-Year Flood Zones*

Ten U.S. data centers totaling 1,414,708 square feet are located in 100-year flood zones designated by the U.S. Federal Emergency Management Agency (“FEMA”) as special flood hazard areas (“SFHA”). No other non-U.S. sites are in 100-year flood zones or similar high hazard locations.

b) *Climate Change Risks and Mitigation Strategies*

Risks related to our business and operations as a result of climate change include both physical and transition risks. Potential risks are included below. For further discussion on climate change risks, see Section 1A. Risk Factors.

- Higher energy costs (e.g., due to more extreme weather events, extreme temperatures or increased demand for limited resources)
- Higher water costs (e.g., increased scarcity due to severe droughts)
- Increased environmental regulations impacting the cost to develop, or the ability to develop in certain areas
- Higher costs of materials due to environmental impacts from extraction and processing of raw materials and production of finished goods
- Higher costs of supply chain services, with potential supply chain disruptions related to climate change
- Lost revenue or higher expenses related to climate change events (e.g., higher insurance costs, uninsured losses, diminished customer retention in areas subject to extreme weather or resource availability constraints)

We are focused on climate change resilience from acquisition and new construction throughout each property’s life cycle. During the acquisition and new construction phase, we seek to identify physical and social risks from climate change and develop risks reports which include prevention recommendations specific to each identified risk. We manage these risks by implementing certain measures to reduce risks, maintain what we believe to be appropriate levels of insurance for each asset, and annually measure the reductions in value-at-risk achieved through mitigation measures implemented. We also implement sustainability projects, including sourcing renewable energy, designing and constructing data centers that use less water and energy, and improving water and energy efficiency for operating data centers.

**Competition**

We compete with numerous data center providers, many of whom own or operate properties similar to ours in some of the same metropolitan areas where our data centers are located, including CoreSite Realty Corporation, CyrusOne Inc., Equinix, Inc., QTS Realty Trust, Inc., Switch, Inc. and various local developers in the U.S., as well as Global Switch Holdings Limited and various regional operators in Europe, Asia, Latin America and Australia. See "We face significant competition, which may adversely affect the occupancy and rental rates of our data centers." in Item 1A. Risk Factors.

**Geographic Information**

Operating revenues from properties in the United States were $2.6 billion, $2.5 billion and $1.9 billion and outside the United States were $627.4 million, $564.4 million and $515.2 million for the years ended December 31, 2019, 2018 and 2017, respectively. We had investments in real estate located in the United States of $10.6 billion, $11.1 billion and $10.5 billion and outside the United States of $3.7 billion, $3.8 billion and $3.1 billion as of December 31, 2019, 2018 and 2017, respectively.

Operating revenues from properties located in the United Kingdom were $288.2 million, $295.3 million and $275.1 million, or 9.0 %, 9.7% and 11.2% of total operating revenues, for the years ended December 31, 2019, 2018 and 2017, respectively. No other foreign country comprised more than 10% of total operating revenues for each of these years. We had investments in real estate located in the United Kingdom of $1.7 billion, $1.6 billion and $1.7 billion, or 12.0 %, 10.9% and 12.1% of total investments in real estate, as of December 31, 2019, 2018 and 2017, respectively. No other foreign country comprised more than 10% of total investments in real estate as of each of December 31, 2019, 2018 and 2017. See “Ownership of data centers located outside of the United States subjects us to foreign currency and related risks which may adversely impact our ability to make distributions”, “Our international activities are subject to unique risks different than those faced by us in the United States and we may not be able to effectively manage our international business” and “We face risks with our international acquisitions associated with investing in unfamiliar metropolitan areas” in Item 1A. Risk Factors for risks relating to our international operations.

**Regulation**

***General***

Our properties are subject to various laws, ordinances and regulations, including regulations relating to common areas. We believe each of our properties as of December 31, 2019 has the necessary permits and approvals to operate. Our properties must comply with Title III of the Americans with Disabilities Act of 1990, or the ADA, to the extent that such properties are “public accommodations” as defined by the ADA. We believe our properties are in substantial compliance with the ADA and that we will not be required to make substantial capital expenditures to address the requirements of the ADA. However, non-compliance with the ADA could result in imposition of fines or an award of damages to private litigants. See “We may incur significant costs complying with the Americans with Disabilities Act and similar laws.” in Item 1A. Risk Factors.

***Environmental Matters***

We are exposed to various environmental risks that may result in unanticipated losses and could affect our operating results and financial condition. Either the previous owners or we have conducted environmental reviews on a majority of the properties we have acquired, including land. While some of these assessments have led to further investigation and sampling, none of the environmental assessments have revealed an environmental liability that we believe would have a material adverse effect on our business, financial condition or results of operations. See "We could incur significant costs related to environmental matters, including from government regulation, private litigation, and existing conditions at some of our properties." in Item 1A. Risk Factors for further discussion.

**Insurance**

We carry commercial general liability, property, and business interruption insurance, including rental income loss coverage on all of the properties in our portfolio under a blanket program. We select policy specifications and insured limits which we believe to be appropriate given the relative risk of loss, the cost of coverage, and industry practice. We believe the properties in our portfolio are adequately insured. We do not carry insurance for generally uninsured exposures such as loss from war or nuclear reaction. In addition, we carry earthquake insurance on our properties in an amount and with deductibles we believe are commercially reasonable. We intend to partially fund the earthquake insurance deductibles through a captive insurance company we established. Certain of the properties in our portfolio are

located in areas known to be seismically active. See “Potential losses may not be covered by insurance.” in Item 1A. Risk Factors.

**Employees**

The geographic distribution of our global employee base as of December 31, 2019 is summarized in the following table.

| Region | Number of Employees |
|---|---|
| North America | 1,153 |
| Europe | 287 |
| Asia Pacific | 110 |
| **Total** | **1,550** |

**Available Information**

All reports we file with the SEC are available free of charge via EDGAR through the SEC website at www.sec.gov. We will also provide copies of our Forms 8-K, Forms 10-K, Forms 10-Q, Proxy Statements and amendments to those documents at no charge to investors upon request and make electronic copies of such reports available through our website at www.digitalrealty.com as soon as reasonably practicable after filing such material with the SEC. The information found on, or otherwise accessible through, our website is not incorporated by reference into, nor does it form a part of, this report or any other document that we file with the SEC.

**Offices**

Our headquarters are located in San Francisco. We have regional U.S. offices in Boston, Chicago, Dallas, Los Angeles, New York, Northern Virginia and Phoenix and regional international offices in Amsterdam, Dublin, London, São Paulo, Singapore, Sydney, Tokyo and Hong Kong.

**Reports to Security Holders**

Digital Realty Trust, Inc. is required to send an annual report to its securityholders and to our Operating Partnership’s unitholders.

## ITEM 1A. RISK FACTORS

For purposes of this section, the term “stockholders” means the holders of shares of Digital Realty Trust, Inc.’s common stock and preferred stock. Set forth below are the risks that we believe are material to Digital Realty Trust, Inc.’s stockholders and Digital Realty Trust, L.P.’s unitholders. You should carefully consider the following factors in evaluating our Company, our properties and our business. The occurrence of any of the following risks might cause Digital Realty Trust, Inc.’s stockholders and Digital Realty Trust, L.P.’s unitholders to lose all or a part of their investment. Some statements in this report, including statements in the following risk factors, constitute forward-looking statements. Please refer to the section entitled “Forward-Looking Statements” starting on page 50.

***Risks Related to Our Business and Operations***

**Our business depends upon the demand for data centers.**

We are in the business of owning, acquiring, developing and operating data centers. A reduction in the demand for data center space, power or connectivity would have a greater adverse effect on our business and financial condition than if we owned a portfolio with a less specialized use. Our substantial development activities make us particularly susceptible to general economic slowdowns as well as adverse developments in the data center, Internet and data communications and broader technology industries. Any such slowdown or adverse development could lead to reduced

corporate IT spending or reduced demand for data center space. Reduced demand could also result from business relocations, including to metropolitan areas that we do not currently serve. Changes in industry practice or in technology could also reduce demand for the physical data center space we provide. In addition, our customers may choose to develop new data centers or expand their own existing data centers or consolidate into data centers that we do not own or operate, which could reduce demand for our newly developed data centers or result in the loss of one or more key customers. If any of our key customers were to do so, it could result in a loss of business to us or put pressure on our pricing. If we lose a customer, we cannot assure you that we would be able to replace that customer at a competitive rate or at all. Mergers or consolidations of technology companies could reduce further the number of our customers and potential customers and make us more dependent on a more limited number of customers. If our customers merge with or are acquired by other entities that are not our customers, they may discontinue or reduce the use of our data centers in the future. Our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt service obligations could be materially adversely affected as a result of any or all of these factors.

**We face significant competition, which may adversely affect the occupancy and rental rates of our data centers.**

We compete with numerous data center providers, many of whom own properties similar to ours in some of the same metropolitan areas where our data centers are located, including CoreSite Realty Corporation, CyrusOne Inc., Equinix, Inc., QTS Realty Trust, Inc., Switch, Inc. and various local developers in the U.S., as well as Global Switch Holdings Limited and various regional operators in Europe, Asia, Latin America and Australia. In addition, we may in the future face competition from new entrants into the data center market, including new entrants who may acquire our current competitors. Some of our competitors and potential competitors have significant advantages over us, including greater name recognition, longer operating histories, pre-existing relationships with current or potential customers, significantly greater financial, marketing and other resources and more ready access to capital which allow them to respond more quickly to new or changing opportunities.

If our competitors offer space that our customers or potential customers perceive to be superior to ours based on factors such as available power, security, location, or connectivity, or if they offer rental rates below current market rates, or below the rental rates we are offering, we may lose customers or potential customers or be required to incur costs to improve our data centers or reduce our rental rates. In addition, recently many of our competitors have developed and continue to develop additional data center space. If the supply of data center space continues to increase as a result of these activities or otherwise, rental rates may be reduced or we may face delays in leasing or be unable to lease our vacant space, including space that we develop. Further, if customers or potential customers desire services that we do not offer, we may not be able to lease our space to those customers. Our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt service obligations could be materially adversely affected as a result of any or all of these factors.

**Any failure of our physical infrastructure or services could lead to significant costs and disruptions that could harm our business reputation and could adversely affect our earnings and financial condition.**

Our business depends on providing customers with highly reliable services, including with respect to power supply, physical security and maintenance of environmental conditions. We may fail to provide such service as a result of numerous factors, including mechanical failure, power outage, human error, physical or electronic security breaches, war, terrorism, fire, earthquake, pandemics, hurricane, flood and other natural disasters, sabotage and vandalism.

Problems at one or more of our data centers, whether or not within our control, could result in service interruptions or equipment damage. Substantially all of our customer agreements include terms requiring us to meet certain service level commitments to our customers. Any failure to meet these or other commitments or any equipment damage in our data centers, including as a result of mechanical failure, power outage, human error or other reasons, could subject us to liability under the terms of our customer agreements, including service level credits against customer rent payments, monetary damages, or, in certain cases of repeated failures, the right by the customer to terminate the agreement. Service interruptions, equipment failures or security breaches may also expose us to additional legal liability and monetary

damages and damage our brand and reputation, and could cause our customers to terminate or not renew their agreements. In addition, we may be unable to attract new customers if we have a reputation for service disruptions, equipment failures or physical or electronic security breaches in our data centers. Any such failures could materially adversely affect our business, financial condition and results of operations.

**We may be vulnerable to breaches, or unauthorized access to, or disruption of our physical and information security infrastructure and systems, any of which could disrupt our operations and have a material adverse effect on our financial condition and results of operations.**

Security breaches, or disruption, of our or our customers' physical or information technology infrastructure, networks and related management systems could result in, among other things, unauthorized access to our facilities, a breach of our and our customers' networks and information technology infrastructure, the misappropriation of our or our customers' or their customers' proprietary or confidential information, interruptions or malfunctions in our or our customers' operations, delays or interruptions to our ability to meet customer needs, breach of our legal, regulatory or contractual obligations, inability to access or rely upon critical business records or other disruptions in our operations. We may be required to expend significant financial resources to protect against or to remediate such security breaches. We may not be able to implement security measures in a timely manner or, if and when implemented, these measures could be circumvented. Any breaches that may occur could expose us to increased risk of lawsuits, material monetary damages, potential violations of applicable privacy and other laws, penalties and fines, loss of existing or potential customers, harm to our reputation and increases in our security and insurance costs, which could have a material adverse effect on our business, financial condition and results of operations.

Although our customers' computing equipment resides in our buildings, we do not have access to, nor do we have knowledge of, what applications and data are being housed and processed on their equipment. In the event of a breach resulting in loss of data, such as personally identifiable information or other such data protected by data privacy or other laws, we may be liable for damages, fines and penalties for such losses under applicable regulatory frameworks despite not handling the data. Further, the regulatory framework around data custody, data privacy and breaches varies by jurisdiction and is an evolving area of law. For example, the EU General Data Protection Regulation (GDPR) and similar regulations may have significant impact on our operations. If we fail to comply with these various regulations, we may have to pay fines or damages. We may not be able to limit our liability or damages in the event of such a loss.

**We depend on significant customers, and many of our data centers are single-tenant properties or are currently occupied by single tenants.**

As of December 31, 2019, the 20 largest customers in our portfolio represented approximately 53.2% of the total annualized rent generated by our properties. Our top three customers leased approximately 4.0 million square feet of net rentable space as of December 31, 2019, representing approximately 20.8% of the total annualized rent generated by our properties. In addition, 63 of our 225 data centers are occupied by single customers, including data centers occupied solely by our top three customers. Many factors, including global economic conditions, may cause our customers to experience a downturn in their businesses or otherwise experience a lack of liquidity, which may weaken their financial condition and impact our estimates as to the probability of collectability of payments, and ultimately result in their failure to make timely rental and other payments or their default under their agreements with us. Further, the development of new technologies, the adoption of new industry standards or other factors could render many of our customers' current products and services obsolete or unmarketable and contribute to a downturn in their businesses, thereby increasing the likelihood that they default under their leases, become insolvent or file for bankruptcy. If any customer defaults or fails to make timely rent or other payments, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment, which could adversely affect our financial condition and results of operations.

If any customer becomes a debtor in a case under the U.S. Bankruptcy Code, we cannot evict the customer solely because of the bankruptcy. In addition, the bankruptcy court might authorize the customer to reject and terminate its contracts with us. Our claim against the customer for unpaid, future rent and other payments would be subject to a

statutory cap that might be substantially less than the remaining amounts actually owed under their agreements with us. In either case, our claim for unpaid rent and other amounts would likely not be paid in full. Our revenue and cash available for distribution could be materially adversely affected if any of our significant customers were to become bankrupt or insolvent, suffer a downturn in their businesses, fail to renew their contracts or renew on terms less favorable to us than their current terms. As of February 27, 2020, we had no material customers in bankruptcy.

**Failure to attract, grow and retain a diverse and balanced customer base, including key magnet customers, could harm our business and operating results.**

Our ability to attract, grow and retain a diverse and balanced customer base, consisting of enterprises, cloud service providers, network service providers, and digital economy customers, some of which we consider to be key magnets drawing in other customers, may affect our ability to maximize our revenues. Dense and desirable customer concentrations within a facility enable us to better generate significant interconnection revenues, which in turn increases our overall revenues. Our ability to attract customers to our data centers will depend on a variety of factors, including our product offerings, the presence of carriers, the overall mix of customers, the presence of key customers attracting business through ecosystems, the data center's operating reliability and security and our ability to effectively market our product offerings. Our inability to develop, provide or effectively execute any of these factors may hinder the development, growth and retention of a diverse and balanced customer base and adversely affect our business, financial condition and results of operations.

**Our contracts with our customers could subject us to significant liability, which may adversely affect our business, results of operations and financial condition.**

In the ordinary course of business, we enter into agreements with our customers pursuant to which we provide data center space, power and connectivity products to our customers. These contracts typically contain indemnification and liability provisions, in addition to service level commitments, which could potentially impose a significant cost on us in the event of losses arising out of certain breaches of such agreements, services to be provided by us or our subcontractors or from third-party claims. Customers increasingly are looking to pass through their regulatory obligations and other liabilities to their outsourced data center providers and we may not be able to limit our liability or damages in an event of loss suffered by such customers whether as a result of our breach of an agreement or otherwise. Further, liabilities and standards for damages and enforcement actions, including the regulatory framework applicable to different types of losses, vary by jurisdiction, and we may be subject to greater liability for certain losses in certain jurisdictions. Additionally, in connection with our acquisitions, we have assumed existing agreements with customers that may subject us to greater liability for such an event of loss. If such an event of loss occurred, we could be liable for material monetary damages and could incur significant legal fees in defending against such an action, which could adversely affect our financial condition and results of operations.

**Certain of our customer agreements may include restrictions on the sale of our properties to certain third parties, which could have a material adverse effect on us, including our business, results of operations and financial condition.**

Certain of our customer agreements may give the customer a right of first refusal to purchase certain properties if we propose to sell those properties to a third party or prohibit us from selling certain properties to a third party that is a competitor of the customer. The existence of such restrictions could hinder our ability to sell one or more of these properties, which could materially adversely affect our business, financial condition and results of operations.

**Our data centers may not be suitable for re-leasing without significant expenditures or renovations.**

Because many of our data centers contain tenant improvements installed at our customers' expense, they may be better suited for a specific data center user or technology industry customer and could require significant modification in order for us to re-lease vacant space to another data center user or technology industry customer. The tenant improvements may also become outdated or obsolete as the result of technological change, the passage of time or other factors. In addition, our development space will generally require substantial improvement to be suitable for data center

use. For the same reason, our properties also may not be suitable for leasing to traditional office customers without significant expenditures or renovations.

As a result, we may be required to invest significant amounts or offer significant discounts to customers in order to lease or re-lease that space, either of which could adversely affect our financial and operating results.

**We may be unable to lease vacant or development space, renew leases, or re-lease space as leases expire.**

At December 31, 2019, we owned approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for future development. We intend to continue to add new space to our development inventory and to continue to develop additional space from this inventory. A portion of the space that we develop has been, and may continue to be, developed on a speculative basis, meaning that we do not have a signed customer agreement for the space when we begin the development process. We also develop space specifically for customers pursuant to agreements signed prior to beginning the development process. In those cases, if we fail to meet our development obligations under those agreements, these customers may be able to terminate the agreements and we would be required to find a new customer for this space. In addition, in certain circumstances we lease data center facilities prior to their completion. If we fail to complete the facilities in a timely manner, the customer may be entitled to terminate its agreement, seek damages or penalties against us or pursue other remedies and we may be required to find a new customer for the space. We cannot assure you that once we have developed space or land we will be able to successfully lease it at all, or at rates we consider favorable or expected at the time we commenced development. Further, once development of a data center facility is complete, we incur certain operating expenses even if there are no customers occupying any space. If we are not able to complete development in a timely manner or successfully lease the space that we develop, if development costs are higher than we currently estimate, or if rental rates are lower than expected when we began the project or are otherwise undesirable, our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt service obligations could be materially adversely affected.

In addition, as of December 31, 2019, customer agreements representing 19.9% of the square footage of the properties in our portfolio, excluding month-to-month leases and space held for development, were scheduled to expire through 2021, and an additional 14.4% of the net rentable square footage, excluding space held for development, was available to be leased. Some of this space may require substantial capital investment to meet the power and cooling requirements of our customers, or may no longer be suitable for their needs. In addition, we cannot assure you that customer agreements will be renewed or that our properties will be re-leased at all, or at net effective rental rates equal to or above the current average net effective rental rates. If the rental rates for our properties decrease, our existing customers do not renew their agreements, we do not lease or re-lease our available space, including newly developed space and space for which customer agreements are scheduled to expire, or it takes longer for us to lease or re-lease this space or for rents to commence on this space, our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt service obligations could be materially adversely affected.

Additionally, a customer’s decision to lease space and power in one of our data centers and to purchase additional products typically involves a significant commitment of resources and due diligence on the part of our customers regarding the adequacy of our facilities. As a result, the leasing of data center space can have a long sales cycle, and we may expend significant time and resources in pursuing a particular transaction that may not result in revenue. Economic conditions, including market downturns, may further impact this long sales cycle by making it difficult for customers to plan future business activities, which could cause customers to slow spending or delay decision-making. Our inability to adequately manage the risks associated with the sales cycle may adversely affect our business, financial condition and results of operations.

**Even if we have additional space available for lease at any one of our data centers, our ability to lease this space to existing or new customers could be constrained by our ability to provide sufficient electrical power.**

As current and future customers increase their power footprint in our data centers over time, the corresponding reduction in available power could limit our ability to increase occupancy rates or network density within our existing data centers. Furthermore, at certain of our data centers, our aggregate maximum contractual obligation to provide power and cooling to our customers may exceed the physical capacity at such data centers if customers were to quickly increase their demand for power and cooling. If we are not able to increase the available power and/or cooling or move the customer to another location within our data centers with sufficient power and cooling to meet such demand, we could lose the customer as well as be exposed to liability under our customer agreements. In addition, our power and cooling systems are difficult and expensive to upgrade. Accordingly, we may not be able to efficiently upgrade or change these systems to meet new demands without incurring significant costs that we may not be able to pass on to our customers. Any such material loss of customers, liability or additional costs could adversely affect our business, financial condition and results of operations.

**Our portfolio depends upon local economic conditions and is geographically concentrated in certain locations.**

Our portfolio is located in 36 metropolitan areas. As of December 31, 2019, our portfolio, including the 41 data centers held as investments in unconsolidated joint ventures, was geographically concentrated in the following metropolitan areas:

| Metropolitan Area | Percentage of December 31, 2019 Total annualized rent (1) |
|---|---|
| Northern Virginia | 24.0 % |
| Chicago | 11.2 % |
| Silicon Valley | 8.2 % |
| London, United Kingdom | 8.1 % |
| New York | 8.1 % |
| Dallas | 7.6 % |
| São Paulo, Brazil | 4.3 % |
| Phoenix | 3.2 % |
| Singapore | 3.1 % |
| San Francisco | 2.4 % |
| Seattle | 2.4 % |
| Atlanta | 2.1 % |
| Los Angeles | 1.7 % |
| Amsterdam, Netherlands | 1.6 % |
| Other | 12.0 % |
| **Total** | 100.0 % |

(1) Annualized rent is monthly contractual rent (defined as cash base rent before abatements) under existing leases as of December 31, 2019, multiplied by 12. The aggregate amount of abatements for the year ended December 31, 2019 was approximately $70.3 million. Includes consolidated portfolio and unconsolidated joint ventures at the joint ventures' 100% ownership level.

Some of these areas have experienced downturns in recent years. We depend upon the local economic conditions in these areas, including local real estate conditions, and our operations, revenue and cash available for distribution could be materially adversely affected by a downturn in local economic conditions in these areas. Our operations may also be affected if too many competing properties are built in any of these areas or supply otherwise increases or exceeds demand. We cannot assure you that these locations will grow or will remain favorable to data center investments or operations. In addition, we are currently developing data centers in certain of these metropolitan areas. Any negative

changes in real estate, technology or economic conditions in these metropolitan areas in particular could negatively impact our performance.

**We lease or sublease certain of our data center space from third parties and the ability to retain these leases or subleases could be a significant risk to our ongoing operations.**

We do not own 14 buildings in our portfolio that account for approximately 1.0 million rentable square feet, or approximately 3% of our total rentable square feet. These leased buildings accounted for $161.5 million of our total annualized rent as of December 31, 2019. In addition, we may acquire additional leased data center space or businesses that lease facilities instead of owning them. Our business could be harmed if we are unable to renew the leases for these data centers on favorable terms or at all. Additionally, in several of our smaller facilities we sublease our space, and our rights under these subleases are dependent on our sublandlord retaining its rights under the prime lease. When the initial terms of our existing leases expire, we generally have the right to extend the terms of our leases for one or more renewal periods, subject to, in the case of several of our subleases, our sublandlord renewing its term under the prime lease. If renewal rates are less favorable than those we currently have, we may be required to increase revenues within existing data centers to offset such increase in lease payments. Failure to increase revenues to sufficiently offset these projected higher costs could adversely impact our operating income. Upon the end of our renewal options, we would have to renegotiate our lease terms with the applicable landlords.

Additionally, if we are unable to renew the lease at any of our data centers, we could lose customers due to the disruptions in their operations caused by the relocation. We could also lose those customers that choose our data centers based on their locations. The costs of relocating data center infrastructure equipment, such as generators, power distribution units and cooling units, to different data centers could be prohibitive and, as such, we could lose the value of this equipment. For these reasons, any lease that cannot be renewed could adversely affect our business, financial condition and results of operations.

**We may not be able to adapt to changing technologies and customer requirements, and our data center infrastructure may become obsolete.**

The technology industry generally and specific industries in which certain of our customers operate are characterized by rapidly changing technology, customer requirements and industry standards. New systems to deliver power to or eliminate heat in data centers or the development of new server technology that does not require the levels of critical load and heat removal that our facilities are designed to provide and could be run less expensively on a different platform could make our data center infrastructure obsolete. Our power and cooling systems are difficult and expensive to upgrade, and we may not be able to efficiently upgrade or change these systems to meet new demands without incurring significant costs that we may not be able to pass on to our customers which could adversely impact our business, financial condition and results of operations. In addition, the infrastructure that connects our data centers to the Internet and other external networks may become insufficient, including with respect to latency, reliability and connectivity. We may not be able to adapt to changing technologies or meet customer demands for new processes or technologies in a timely and cost-effective manner, if at all, which would adversely impact our ability to sustain and grow our business.

Further, our inability to adapt to changing customer requirements may make our data centers obsolete or unmarketable to such customers. Some of our customers operate at significant scale across numerous data center facilities and have designed cloud and computing networks with redundancies and fail-over capabilities across these facilities, which enhances the resiliency of their networks and applications. As a result, these customers may realize cost benefits by locating their data center operations in facilities with less electrical or mechanical infrastructure redundancy than is found in our existing data center facilities. Additionally, some of our customers have begun to operate their data centers using a wider range of humidity levels and at temperatures that are higher than servers customarily have operated at in the past, all of which may result in energy cost savings for these customers. We may not be able to operate our existing data centers under these environmental conditions, particularly in multi-tenant facilities with other customers who are not willing to operate under these conditions, and our data centers could be at a competitive disadvantage to

facilities that satisfy such requirements. Because we may not be able to modify the redundancy levels or environmental systems of our existing data centers cost effectively, these or other changes in customer requirements could have a material adverse effect on our business, results of operations and financial condition.

Additionally, due to regulations that apply to our customers as well as industry standards, such as ISO and SOC certifications which customers may deem desirable, they may seek specific requirements from their data centers that we are unable to provide. If new or different regulations or standards are adopted or such extra requirements are demanded by our customers, we could lose some customers or be unable to attract new customers in certain industries, which could materially and adversely affect our operations.

**We depend upon third-party suppliers for power, and we are vulnerable to service failures and to price increases by such suppliers and to volatility in the supply and price of power in the open market.**

We rely on third parties to provide power to our data centers, and we cannot ensure that these third parties will deliver such power in adequate quantities or on a consistent basis. If the amount of power available to us is inadequate to support our customer requirements, we may be unable to satisfy our obligations to our customers or grow our business. In addition, our data centers may be susceptible to power shortages and planned or unplanned power outages caused by these shortages. Power outages may last beyond our backup and alternative power arrangements, which would harm our customers and our business. Any loss of services or equipment damage could adversely affect both our ability to generate revenues and our operating results, and harm our reputation.

In addition, we may be subject to risks and unanticipated costs associated with obtaining power from various utility companies. Utilities that serve our data centers may be dependent on, and sensitive to price increases for, a particular type of fuel, such as coal, oil or natural gas. In addition, the price of these fuels and the electricity generated from them could increase as a result of proposed legislative measures related to climate change or efforts to regulate carbon emissions. Increases in the cost of power at any of our data centers would put those locations at a competitive disadvantage relative to data centers served by utilities that can provide less expensive power.

We have also entered into power purchase agreements with contract terms ranging from 10-15 years. These agreements require us to purchase renewable energy credits from producers at fixed prices over the terms of the contracts, subject to certain adjustments. In the event that the market price for energy decreases, we may be required to pay more under the power purchase agreements than we would otherwise if we were to purchase renewable energy credits on the open market, which could adversely affect our results of operations. Additionally, interruptions in the operations of one or more of the suppliers under these agreements, as a result of unpredictable weather, natural phenomena or otherwise, could negatively impact the quantity of renewable energy credits delivered to us.

**We depend on third parties to provide network connectivity to the customers in our data centers and any delays or disruptions in connectivity may materially adversely affect our operating results and cash flow.**

We are not a telecommunications carrier. Although our customers generally are responsible for providing their own network connectivity, we still depend upon the presence of telecommunications carriers' fiber networks serving our data centers in order to attract and retain customers. We believe that the availability of carrier capacity will directly affect our ability to achieve our projected results. Any carrier may elect not to offer its services within our data centers. Any carrier that has decided to provide network connectivity to our data centers may not continue to do so for any period of time. Further, some carriers are experiencing business difficulties or have announced consolidations. As a result, some carriers may be forced to downsize or terminate connectivity within our data centers, which could have an adverse effect on the business of our customers and, in turn, our own operating results.

Our data centers may require construction and operation of a sophisticated redundant fiber network. The construction required to connect multiple carrier facilities to our data centers is complex and involves factors outside of our control, including regulatory requirements and the availability of construction resources. We have obtained the right to use network resources owned by other companies, including rights to use dark fiber, in order to attract

telecommunications carriers and customers to our portfolio. If the establishment of highly diverse network connectivity to our data centers does not occur, is materially delayed or is discontinued, or is subject to failure, our operating results and cash flow may be materially adversely affected. Additionally, any hardware or fiber failures on this network may result in significant loss of connectivity to our data centers. This could negatively affect our ability to attract new customers or retain existing customers, which could have an adverse effect on our business, financial condition and results of operations.

**Our international activities, including acquisition, ownership and operation of data centers located outside of the United States, subject us to risks different than those we face in the United States and we may not be able to effectively manage our international business.**

Our portfolio included 78 data centers located outside of the United States as of December 31, 2019. We have acquired and developed, and may continue to acquire and develop, and operate data centers outside the United States.

The ownership and operation of data centers located outside of the United States subject us to risks from fluctuations in exchange rates between foreign currencies and the U.S. dollar. Changes in the relation of these currencies to the U.S. dollar will affect our revenues and operating margins, may materially adversely impact our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt obligations. We may attempt to mitigate some or all of the risk of currency fluctuation by financing our properties in the local currency denominations, although we cannot assure you that we will be able to do so or that this will be effective. We may also engage in direct hedging activities to mitigate the risks of exchange rate fluctuations in a manner consistent with our qualifications as a REIT, although we cannot assure you that we will be able to do so or that this will be effective.

Our foreign operations involve additional risks not generally associated with or different from operations in the United States, including:

- our limited knowledge of and relationships with sellers, customers, contractors, suppliers or other parties in these metropolitan areas;
- complexity and costs associated with managing international development and operations;
- difficulty in hiring qualified management, sales and construction personnel and service providers in a timely fashion;
- the adoption and expansion of trade restrictions or the occurrence of trade wars;
- differing employment practices and labor issues, including related to works councils, employee committees, labor unions and collective rights of action;
- multiple, conflicting and changing legal, regulatory, entitlement and permitting, and tax and treaty environments;
- exposure to increased taxation, confiscation or expropriation;
- currency transfer restrictions and limitations on our ability to distribute cash earned in foreign jurisdictions to the United States;
- difficulty in enforcing agreements in non-U.S. jurisdictions, including those entered into in connection with our acquisitions or in the event of a default by one or more of our customers, suppliers or contractors;
- local business and cultural factors;
- political and economic instability, including sovereign credit risk, in certain geographic regions; and
- risks related to bribery and corruption.

We also face risks with investing in unfamiliar metropolitan areas. We have acquired and may continue to acquire properties in international metropolitan areas that are new to us. When we acquire properties located in these metropolitan areas, we may face risks associated with a lack of market knowledge or understanding of the local economy and culture, forging new business relationships in the area and unfamiliarity with local government and permitting procedures. In addition, due diligence, transaction and structuring costs may be higher than those we may face in the United States. We work to mitigate such risks through extensive diligence and research and associations with experienced local partners; however, we cannot assure you that all such risks will be eliminated.

Our inability to overcome these risks could adversely affect our international activities, including our foreign operations and could harm our business and results of operations.

**The United Kingdom's withdrawal from the European Union may have a negative effect on global economic conditions, financial markets and our business, which could adversely affect our results of operations.**

We are a global company with worldwide operations, including material business operations in Europe. Following a national referendum and enactment of legislation by the government of the United Kingdom, the United Kingdom formally withdrew from the European Union on January 31, 2020 and entered into a transition period during which it will continue its ongoing and complex negotiations with the European Union relating to the future trading relationship between the parties. Significant political and economic uncertainty remains about whether the terms of the relationship will differ materially from the terms before withdrawal, as well as about the possibility that a so-called "no deal" separation will occur if negotiations are not completed by the end of the transition period.

These developments, or the perception that any of them could occur, have had and may continue to have a material adverse effect on global economic conditions and the stability of global financial markets, and could significantly reduce global market liquidity and restrict the ability of key market participants to operate in certain financial markets. Asset valuations, currency exchange rates and credit ratings may be especially subject to increased market volatility. Lack of clarity about future United Kingdom laws and regulations as the United Kingdom determines which European Union laws to replace or replicate could depress economic activity and restrict our access to capital in the United Kingdom. Any of these factors could have a material adverse effect on our business, financial condition and results of operations.

**Our recent acquisitions may not achieve the intended benefits or may disrupt our plans and operations.**

Acquisitions present many risks, and we may not realize the financial or strategic goals that were contemplated at the time of the transaction. We completed the Telx Acquisition in October 2015, the European Portfolio Acquisition in July 2016 and the DFT Merger in September 2017 and expect to complete our previously announced InterXion Combination in 2020. Our ability to realize the anticipated benefits of these and other acquisitions depends, to a large extent, on our ability to integrate each of them with our business. The combination of two independent businesses can be a complex, costly and time-consuming process, which requires significant time and focus from our management team and may divert attention from the day-to-day operations of our business. There can be no assurance that we will be able to successfully integrate acquired properties and businesses with our business or otherwise realize the expected benefits of these acquisitions. The expected synergies from the acquisitions may not be fully realized, which could result in increased costs and have a material adverse effect on our business, financial condition, results of operations, cash flows and the trading price of our common stock.

In addition, the overall integration of the businesses may result in material unanticipated problems, expenses, liabilities, competitive responses and loss of customer relationships, among other potential adverse consequences. Actual integration costs may exceed those estimated and there may be further unanticipated costs and the assumption of known and unknown liabilities. While we have assumed that we will incur certain integration expenses, there are factors beyond our control that could affect the total amount or the timing of such expenses. Many of the expenses that will be incurred, by their nature, are difficult to estimate accurately. If we cannot integrate and operate acquired properties or businesses to meet our financial expectations, our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt service obligations could be materially adversely affected.

The risks of combining businesses include, among others:

- we may have underestimated the costs to make any necessary improvements to the acquired properties;
- the acquired properties may be subject to reassessment, which may result in higher than expected property tax payments;
- we may be unable to integrate new acquisitions quickly and efficiently, particularly acquisitions of operating businesses or portfolios of properties, into our existing operations;

- we may face difficulties in integrating employees and in retaining key personnel;
- we may face challenges in keeping existing customers, including key customers, which could adversely impact our revenue;
- we may be unable to effectively manage our expanded operations; and
- market conditions may result in higher than expected vacancy rates and lower than expected rental rates on acquired properties.

Any one of these risks could result in increased costs, decreases in the amount of expected revenue and diversion of our management's time and energy, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, even if our operations are integrated successfully with the operations of our acquisitions, we may not realize the full benefits of the acquisitions, including the synergies, operating efficiencies, or sales or growth opportunities that are expected. These benefits may not be achieved within the anticipated time frame or at all. All of these factors could decrease or delay any potential accretive effect of the acquisitions and negatively impact the price of our common stock.

Additionally, our portfolio consisted of 225 data centers at December 31, 2019, including 41 data centers held as investments in unconsolidated joint ventures. Several of our data centers, including the data centers which we have acquired in the past five years, have been under our management for a limited time. The data centers may have characteristics or deficiencies unknown to us that could affect their valuation or revenue potential. We cannot assure you that the operating performance of these data centers will not decline under our management.

**We may be subject to unknown or contingent liabilities related to our recent acquisitions, for which we may have no or limited recourse against the sellers.**

Our recent and future acquisitions may be subject to unknown or contingent liabilities for which we may have no or limited recourse against the sellers. Unknown or contingent liabilities might include liabilities for clean-up or remediation of environmental conditions, claims of customers, vendors or other persons dealing with the acquired entities or the former owners of acquired properties or businesses, tax liabilities, claims for indemnification by general partners, directors, officers and others indemnified by the former owners of acquired properties or businesses, and other liabilities whether incurred in the ordinary course of business or otherwise. In addition, the total amount of costs and expenses that we may incur with respect to liabilities associated with our acquisitions may exceed our expectations, which may adversely affect our business, financial condition and results of operations.

Further, we have entered, and may in the future enter, into transactions with limited representations and warranties or with representations and warranties that do not survive the closing of such transactions, in which event we would have no or limited recourse against the sellers of such properties or businesses. While we usually require the sellers to indemnify us with respect to breaches of representations and warranties that survive, such indemnification is often limited and subject to various materiality thresholds, a significant deductible or an aggregate cap on losses. We may obtain insurance policies providing for coverage for breaches of certain representations and warranties in certain transactions, subject to certain exclusions and a deductible, however, there can be no assurance that we would be able to recover any amounts with respect to losses due to breaches of any such representations and warranties. As a result, there is no guarantee that we will recover any amounts with respect to losses due to breaches by the sellers of their representations and warranties. Finally, indemnification agreements between us and the sellers typically provide that the sellers will retain certain specified liabilities relating to the properties or businesses acquired by us. While the sellers are generally contractually obligated to pay all losses and other expenses relating to such retained liabilities, there can be no guarantee that such arrangements will not require us to incur losses or other expenses as well.

**We may be unable to identify, including sourcing off-market deal flow, and complete acquisitions on favorable terms or at all.**

A component of our growth strategy is to continue to acquire additional data centers, and we continually evaluate the market of available properties and businesses and may acquire additional properties or businesses when opportunities

exist. To date, a substantial portion of our acquisitions were completed before they were widely marketed by real estate brokers, or "off-market." Properties that are acquired off-market are typically more attractive to us as a purchaser because of the absence of competitive bidding, which could potentially lead to higher prices. We obtain access to off-market deal flow from numerous sources. If we cannot obtain off-market deal flow in the future, our ability to identify and acquire additional properties at attractive prices could be adversely affected.

Our ability to acquire properties or businesses on favorable terms may be subject to the following significant risks:

- we may be unable to acquire a desired property or business because of competition from other real estate investors with significant capital, including both publicly traded REITs and institutional investment funds;
- even if we are able to acquire a desired property or business, competition from other potential acquirers may significantly increase the purchase price or result in other less favorable terms;
- even if we enter into agreements for the acquisition of real estate or businesses, these agreements are subject to customary conditions to closing; and
- we may be unable to finance acquisitions on favorable terms or at all.

If we cannot complete property or business acquisitions on favorable terms or at all, our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt service obligations could be materially adversely affected.

**Joint venture investments could be adversely affected by our lack of sole decision-making authority, our reliance on our joint venture partners' financial condition and disputes between us and our joint venture partners.**

We currently, and may in the future, co-invest with third parties through partnerships, joint ventures or other entities, acquiring non-controlling interests in or sharing responsibility for managing the affairs of a property or portfolio of properties, partnership, joint venture or other entity. In these events, we are not in a position to exercise sole decision-making authority regarding the properties, partnership, joint venture or other entity. Investments in partnerships, joint ventures, or other entities may, under certain circumstances, involve risks not present when a third party is not involved, including the possibility that partners might become bankrupt or fail to fund their share of required capital contributions. Partners may have economic, tax or other business interests or goals which are inconsistent with our business interests or goals, and may be in a position to take actions contrary to our policies or objectives. Our joint venture partners may take actions that are not within our control, which would require us to dispose of the joint venture asset or transfer it to a taxable REIT subsidiary in order for Digital Realty Trust, Inc. to maintain its status as a REIT. Such investments may also lead to impasses, for example, as to whether to sell a property, because neither we nor our partner would have full control over the partnership or joint venture. Disputes between us and our partners may result in litigation or arbitration that would increase our expenses and prevent our management from focusing their time and effort on our day-to-day business. Consequently, actions by or disputes with our partners may subject properties owned by the partnership or joint venture to additional risk. In addition, we may in certain circumstances be liable for the actions of our third-party partners. Each of these factors may result in returns on these investments being less than we expect or in losses and our financial and operating results may be adversely affected. In addition, we cannot assure you that we will be able to close joint ventures, on the anticipated schedule or at all. Failure to complete any such joint venture could have a negative impact on our business and the trading price of our common stock.

**The Brazilian government has exercised, and continues to exercise, significant influence over the Brazilian economy, and this influence, as well as Brazilian political and economic conditions, could adversely affect our investment in the Ascenty joint venture.**

Ascenty's portfolio of data centers is concentrated in Brazil. The Brazilian government frequently intervenes in the Brazilian economy and occasionally makes significant changes in policy and regulations. The Brazilian government's actions designed to control inflation, stimulate growth and other policies and regulations have often involved, among other measures, increases in interest rates, changes in tax policies, price controls, currency devaluations, capital controls and limits on imported goods and services. We cannot control or predict changes in policy or regulations that the Brazilian government might adopt in the future. Our investment in the Ascenty joint venture may be adversely affected by the economic and political conditions in Brazil as well as changes in policy or regulations at the federal, state or municipal levels involving or affecting factors such as economic or social factors or political instability.

**Our growth depends upon the successful development of our existing space and developable land and new properties acquired for development and any delays or unexpected costs in such development may delay and harm our growth prospects, future operating results and financial condition.**

At December 31, 2019, we had approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for future development. We have built and may continue to build out a large portion of this space on a speculative basis at significant cost. Our successful development of these projects is subject to many risks, including those associated with:

- delays in construction, or changes to the plans or specifications;
- budget overruns, increased prices for raw materials or building supplies, or lack of availability and/or increased costs for specialized data center components, including long lead time items such as generators;
- construction site accidents and other casualties;
- financing availability, including our ability to obtain construction financing and permanent financing, or increases in interest rates or credit spreads;
- labor availability, costs, disputes and work stoppages with contractors, subcontractors or others that are constructing the project;
- failure of contractors to perform on a timely basis or at all, or other misconduct on the part of contractors;
- access to sufficient power and related costs of providing such power to our customers;
- environmental issues;
- supply chain constraints;
- fire, flooding, earthquakes and other natural disasters;
- pandemics;
- geological, construction, excavation and equipment problems; and
- delays or denials of entitlements or permits, including zoning and related permits, or other delays resulting from requirements of public agencies and utility companies.

In addition, while we intend to develop data centers primarily in metropolitan areas we are familiar with, we may in the future develop data centers in new geographic regions where we expect the development to result in favorable risk-adjusted returns on our investment. We may not possess the same level of familiarity with the development of data centers in other metropolitan areas, which could adversely affect our ability to develop such data centers successfully or at all or to achieve expected performance.

Development activities, regardless of whether they are ultimately successful, also typically require a substantial portion of our management's time and attention. This may distract our management from focusing on other operational activities of our business. If we are unable to complete development projects successfully, our business may be adversely affected.

**Global economic conditions could adversely affect our liquidity and financial condition.**

General economic conditions and the cost and availability of capital may be adversely affected in some or all of the metropolitan areas in which we own properties and conduct our operations, including as a result of a pandemic affecting countries in which we or our customers operate. Pandemics affecting countries or regions in which we or our customers operate, such as the recent outbreak of the novel coronavirus COVID-19, may impact the global economy and our business, financial condition and results of operations due to, among other factors, adverse impacts on our customers with operations in affected areas or delays in the supply of products or services from our vendors. Instability in the U.S., European, Asian, Latin American and other economies and international financial markets may adversely affect our ability, and the ability of our customers, to replace or renew maturing liabilities on a timely basis, access the capital markets to meet liquidity and capital expenditure requirements and may result in adverse effects on our, and our customers', businesses, financial condition and results of operations.

In addition, our access to funds under our global revolving credit facilities depends on the ability of the lenders that are parties to such facilities to meet their funding commitments to us. We cannot assure you that long-term disruptions in the global economy and tighter credit conditions among, and potential failures or nationalizations of, third party financial institutions as a result of such disruptions will not have an adverse effect on our lenders. If our lenders are not able to meet their funding commitments to us, our business, results of operation, cash flows and financial condition could be adversely affected.

If we do not have sufficient cash flow to continue operating our business and are unable to borrow additional funds, access our existing lines of credit or raise equity or debt capital, we may need to find alternative ways to increase our liquidity. Such alternatives may include, without limitation, curtailing development activity, disposing of one or more of our properties possibly on disadvantageous terms or entering into or renewing leases on less favorable terms than we otherwise would.

**Discontinuation, reform or replacement of the London Interbank Offered Rate (LIBOR) and other benchmark rates, or uncertainty related to the potential for any of the foregoing, may adversely affect our business.**

Certain of our variable rate debt, including our global revolving credit facility, uses LIBOR as a benchmark for establishing the interest rate. The U.K. Financial Conduct Authority announced in 2017 that it intends to phase out LIBOR by the end of 2021. In addition, other regulators have suggested reforming or replacing other benchmark rates. Discontinuation, reform or replacement of LIBOR or any other benchmark rates may have an unpredictable impact on contractual mechanics in the credit markets or cause disruption to the broader financial markets. Uncertainty as to the nature of such potential discontinuation, reform or replacement may negatively impact the cost of our variable rate debt.

We anticipate managing the transition to a preferred alternative rate using the language set out in our agreements and through potentially modifying our debt and derivative instruments. However, future market conditions may not allow immediate implementation of desired modifications and we may incur significant associated costs in doing so.

**We have substantial debt and face risks associated with the use of debt to fund our business activities, including refinancing and interest rate risks.**

Our total consolidated indebtedness at December 31, 2019 was approximately $10.1 billion, and we may incur significant additional debt to finance future acquisition, investment and development activities. As of December 31, 2019, we have a $2.35 billion global revolving credit facility. We have the ability from time to time to increase the size of the global revolving credit facility and the unsecured term loans (discussed below), in any combination, by up to $1.25 billion, subject to receipt of lender commitments and other conditions precedent. At December 31, 2019, approximately $2.2 billion was available under this facility, net of outstanding letters of credit. As of February 24, 2020, we had approximately $2.2 billion available under the global revolving credit facility, net of outstanding letters of credit.

Our substantial indebtedness currently requires us to dedicate a significant portion of our cash flow from operations to debt service payments, which reduces the availability of our cash flow to fund working capital, capital expenditures, expansion efforts, distributions and other general corporate purposes. Additionally, it could: make it more difficult for us to satisfy our obligations with respect to our indebtedness; limit our ability in the future to undertake refinancings of our debt or obtain financing for expenditures, acquisitions, development or other general corporate purposes on terms and conditions acceptable to us, if at all; or affect adversely our ability to compete effectively or operate successfully under adverse economic conditions.

In addition, we may violate restrictive covenants or fail to maintain financial ratios specified in our loan documents, which would entitle the lenders to accelerate our debt obligations, and our secured lenders or mortgagees may foreclose on our properties or our interests in the entities that own the properties that secure their loans and receive an assignment of rents and leases. A foreclosure on one or more of our properties could adversely affect our access to capital, financial condition, results of operations, cash flow and cash available for distribution. Further, our default under any one of our loans could result in a cross-default on other indebtedness. Furthermore, foreclosures could create taxable income without accompanying cash proceeds, a circumstance which could hinder Digital Realty Trust, Inc.'s ability to meet the REIT distribution requirements imposed by the Code.

Additional risks related to our indebtedness include the following:

***We may be unable to refinance our indebtedness at maturity or the refinancing terms may be less favorable than the terms of our original indebtedness.*** It is likely that we will need to refinance at least a portion of our outstanding debt as it matures. If we are unable to refinance or extend principal payments due at maturity or pay them with proceeds of other capital transactions, then our cash flow may not be sufficient in all years to repay all such maturing debt and to pay distributions. Further, if prevailing interest rates or other factors at the time of refinancing, such as the reluctance of lenders to make commercial real estate loans, result in higher interest rates upon refinancing, then the interest expense relating to that refinanced indebtedness would increase.

***Fluctuations in interest rates could materially affect our financial results and may increase the risk our counterparty defaults on our interest rate hedges.*** Because a significant portion of our debt, including debt incurred under our global revolving credit facilities, bears interest at variable rates, increases in interest rates could materially increase our interest expense. If the United States Federal Reserve increases short-term interest rates, this would have a significant upward impact on shorter-term interest rates, including the interest rates that apply to our variable rate debt. Potential future increases in interest rates and credit spreads may increase our interest expense and therefore negatively affect our financial condition and results of operations, and reduce our access to capital markets. We have entered into interest rate swap agreements to fix a significant portion of our floating rate debt. Increased interest rates may increase the risk that the counterparties to our swap agreements will default on their obligations, which could further increase our exposure to interest rate fluctuations. Conversely, if interest rates are lower than our swapped fixed rates, we will be required to pay more for our debt than we would have had we not entered into the swap agreements.

***Adverse changes in our Company's credit ratings could negatively affect our financing activity.*** The credit ratings of our senior unsecured long-term debt and Digital Realty Trust, Inc.'s preferred stock are based on our Company's operating performance, liquidity and leverage ratios, overall financial position and other factors employed by the credit rating agencies in their rating analyses of our Company. Our Company's credit ratings can affect the amount of capital we can access, as well as the terms and pricing of any debt we may incur. We cannot assure you that we will be able to maintain our current credit ratings, and in the event our current credit ratings are downgraded, we would likely incur higher borrowing costs and may encounter difficulty in obtaining additional financing. Also, a downgrade in our credit ratings may trigger additional payments or other negative consequences under our current and future credit facilities and debt instruments. For example, if the credit ratings of our senior unsecured long-term debt are downgraded to below investment grade levels, we may not be able to obtain or maintain extensions on certain of our existing debt. Adverse changes in our credit ratings could negatively impact our refinancing and other capital market activities, our ability to manage our debt maturities, our future growth, our financial condition, the market price of Digital Realty Trust, Inc.'s stock, and our development and acquisition activity.

***Our global revolving credit facilities, unsecured term loan facility and senior notes restrict our ability to engage in some business activities.*** Our global revolving credit facilities and unsecured term loan facility contain negative covenants and other financial and operating covenants that, among other things, restrict our ability to: incur additional indebtedness; make certain investments; merge with another company; and create, incur or assume liens; and require us to maintain financial coverage ratios, including with respect to unencumbered assets.

In addition, the global revolving credit facilities and the unsecured term loan facility restrict Digital Realty Trust, Inc. from making distributions to its stockholders, or redeeming or otherwise repurchasing shares of its capital stock, after the occurrence and during the continuance of an event of default, except in limited circumstances including as necessary to enable Digital Realty Trust, Inc. to maintain its qualification as a REIT and to avoid the payment of income or excise tax.

In addition, our unsecured senior notes are governed by indentures, which contain various restrictive covenants, including limitations on our ability to incur indebtedness and requirements to maintain a pool of unencumbered assets. These restrictions, and the restrictions in our global revolving credit facilities and unsecured term loan facility, could cause us to default on our senior notes, global revolving credit facilities or unsecured term loan facility, as applicable, or negatively affect our operations or our ability to pay dividends to Digital Realty Trust, Inc.'s stockholders or distributions to Digital Realty Trust, L.P.'s unitholders, which could have a material adverse effect on the market value of Digital Realty Trust, Inc.'s common stock and preferred stock.

***Failure to hedge effectively against interest rate changes may adversely affect results of operations.*** We seek to manage our exposure to interest rate volatility by using interest rate hedging arrangements, such as interest rate cap, forward or swap lock agreements. These agreements involve risks, such as the risk that counterparties may fail to honor their obligations under these arrangements, that these arrangements may not be effective in reducing our exposure to interest rate changes and that a court could rule that such an agreement is not legally enforceable. Our policy is to use these derivatives only to hedge interest rate risks related to our borrowings, not for speculative or trading purposes, and to enter into contracts only with major financial institutions based on their credit ratings and other factors. However, we may choose to change this policy in the future. Approximately 93% of our total indebtedness as of December 31, 2019 was subject to fixed interest rates or variable rates subject to interest rate swaps. We do not currently hedge our global revolving credit facilities and as our borrowings under our global revolving credit facilities increase, so will our percentage of indebtedness not subject to fixed rates and our exposure to interest rates increase. Hedging may reduce the overall returns on our investments. Failure to hedge effectively against interest rate changes may materially adversely affect our results of operations.

**Our growth depends on external sources of capital which are outside of our control.**

In order for Digital Realty Trust, Inc. to maintain its qualification as a REIT, it is required under the Internal Revenue Code of 1986, as amended, which we refer to as the Code, to annually distribute at least 90% of its net taxable income determined without regard to the dividends paid deduction and excluding any net capital gain. In addition, Digital Realty Trust, Inc. will be subject to federal corporate income tax to the extent that it distributes less than 100% of its net taxable income, including any net capital gains. Digital Realty Trust, L.P. is required to make distributions to Digital Realty Trust, Inc. that will enable the latter to satisfy this distribution requirement and avoid income and excise tax liability. Because of these distribution requirements, we may not be able to fund future capital needs, including any necessary acquisition or development financing, from operating cash flow. Consequently, we may rely on third-party sources to fund our capital needs.

Our access to third-party sources of capital depends on a number of factors, including general market conditions, the market's perception of our business prospects and growth potential, our current and expected future earnings, funds from operations, our cash flow and cash distributions, and the market price per share of Digital Realty Trust, Inc.'s common stock. We cannot assure you that we will be able to obtain equity or debt financing at all or on terms favorable or acceptable to us. Any additional debt we incur will increase our leverage. Further, equity markets have experienced high volatility recently and we cannot assure you that we will be able to raise capital through the sale of equity securities

at all or on favorable terms. Sales of equity on unfavorable terms could result in substantial dilution to Digital Realty Trust, Inc.'s common stockholders and Digital Realty Trust, L.P.'s unitholders. In addition, we may be forced to dispose of one or more of our properties, possibly on disadvantageous terms.

If we cannot obtain capital from third-party sources, we may not be able to acquire or develop data centers when strategic opportunities exist, satisfy our debt service obligations, pay cash dividends to Digital Realty Trust, Inc.'s stockholders or make distributions to Digital Realty Trust, L.P.'s unitholders.

**Declining real estate valuations and impairment charges could adversely affect our earnings and financial condition.**

We review each of our properties for indicators that its carrying amount may not be recoverable. Examples of such indicators may include a significant decrease in the market price, a significant adverse change in how the property is being used or expected to be used based on the underwriting at the time of acquisition, an accumulation of costs significantly in excess of the amount originally expected for the acquisition or development, a change in our intended holding period due to our intention to sell an asset, or a history of operating or cash flow losses. When such impairment indicators exist, we review an estimate of the future undiscounted net cash flows (excluding interest charges) expected to result from the real estate investment's or group of properties that operate together as a group use and eventual disposition and compare it to the carrying value of the property or asset group. We consider factors such as future operating income, trends and prospects, as well as the effects of leasing demand, competition and other factors. If our future undiscounted net cash flow evaluation indicates that we are unable to recover the carrying value of a real estate investment, an impairment loss is recorded to the extent that the carrying value exceeds the estimated fair value of the property or asset group. These losses have a direct impact on our net income because recording an impairment loss results in an immediate negative adjustment to net income. The evaluation of anticipated cash flows is highly subjective and is based in part on assumptions regarding future occupancy, rental rates and capital requirements that could differ materially from actual results in future periods. A worsening real estate market may cause us to reevaluate the assumptions used in our impairment analysis. These impairment charges could be significant and could adversely affect our financial condition, results of operations and cash available for distribution.

**We may incur goodwill and other intangible asset impairment charges, which could adversely affect our earnings and financial condition.**

In accordance with U.S. generally accepted accounting practices, or GAAP, we are required to assess our goodwill and other intangible assets, including goodwill and other intangible assets assumed in acquisition transactions, annually, or more frequently whenever events or changes in circumstances indicate potential impairment, such as changing market conditions or any changes in key assumptions. If the testing performed indicates that an asset may not be recoverable, we are required to record a non-cash impairment charge for the difference between the carrying value of the goodwill or other intangible assets and the implied fair value of the goodwill or other intangible assets in the period the determination is made. These impairment charges could be significant and could adversely affect our financial condition, results of operations and cash available for distribution.

**Illiquidity of real estate investments could significantly impede our ability to respond to adverse changes in the performance of our properties and harm our financial condition.**

Because real estate investments are relatively illiquid and because there may be even fewer buyers for our specialized real estate, our ability to promptly sell properties in our portfolio in response to adverse changes in their performance may be limited, which may harm our financial condition. Further, Digital Realty Trust, Inc. is subject to provisions in the Code that limit a REIT's ability to dispose of properties, which limitations are not applicable to other types of real estate companies. See "Risks Related to Our Organizational Structure—Digital Realty Trust, Inc.'s duty to its stockholders may conflict with the interests of Digital Realty Trust, L.P.'s unitholders—Tax consequences upon sale or refinancing." While Digital Realty Trust, Inc. has exclusive authority under Digital Realty Trust, L.P.'s limited partnership agreement to determine whether, when, and on what terms to sell a property, such decisions may require the approval of Digital Realty Trust, Inc.'s Board of Directors. These limitations may affect our ability to sell properties.

This lack of liquidity and the Code restrictions may limit our ability to adjust our portfolio promptly in response to changes in economic or other conditions and, as a result, could adversely affect our financial condition, results of operations, cash flow, cash available for distribution and ability to access capital necessary to meet our debt payments and other obligations.

**Our success depends on key personnel whose continued service is not guaranteed.**

We depend on the efforts of key personnel of our Company, particularly A. William Stein, our Chief Executive Officer, Andrew P. Power, our Chief Financial Officer, Gregory S. Wright, our Chief Investment Officer, Chris Sharp, our Chief Technology Officer, and Erich J. Sanchack, our Executive Vice President, Operations. They are important to our success for many reasons, including that each has a national or regional reputation in our industry and the investment community that attracts investors and business and investment opportunities and assists us in negotiations with investors, lenders, existing and potential customers and industry personnel. If we lost their services, our business and investment opportunities and our relationships with lenders and other capital markets participants, existing and prospective customers and industry personnel could suffer. Many of our Company's other senior employees also have strong technology, finance and real estate industry reputations. As a result, we have greater access to potential acquisitions, financing, leasing and other opportunities, and are better able to negotiate with customers. As the number of our competitors increases, it becomes more likely that a competitor would attempt to hire certain of these individuals away from our Company. The loss of any of these key personnel would result in the loss of these and other benefits and could materially and adversely affect our results of operations.

We also depend on the talents and efforts of highly skilled technical individuals. Our success depends on our continuing ability to identify, hire, develop, motivate, and retain highly skilled technical personnel for all areas of our organization. Competition in our industry for qualified technical employees is intense, and the availability of qualified technical personnel is not guaranteed.

**We may have difficulty managing our growth.**

We have significantly and rapidly expanded the size of our Company. Our growth may significantly strain our management, operational and financial resources and systems. In addition, as a reporting company, we are subject to the reporting requirements of the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act. The requirements of these rules and regulations subject us to certain accounting, legal and financial compliance costs and may strain our management and financial, legal and operational resources and systems. An inability to manage our growth effectively or the increased strain on our management of our resources and systems could result in deficiencies in our disclosure controls and procedures or our internal control over financial reporting and could negatively impact financial condition, results of operations and our cash available for distribution.

**We may have difficulty implementing changes to our information technology systems.**

We have made significant investments to update and improve our information technology systems and expect such investments to continue in order to meet our business needs, including for ongoing improvements for our customer experience. Transitioning to new or upgraded systems can create difficulties, including potential disruptions to current processes and security complexities. In addition, our information technology systems may require further modification as we grow and as our business needs change, which could prolong difficulties we experience with transitions. Such significant investments in our systems may take longer to deploy and cost more than originally planned. In addition, we may not realize the full benefits we hoped to achieve and we may need to expend significant attention, time and resources to correct problems or find alternative sources for performing various functions. Difficulties in implementing new or upgraded information technology systems or significant system failures or delays or the failure to successfully modify our systems and respond to changes in our business needs could adversely affect our business and results of operations.

**Potential losses may not be covered by insurance.**

We currently carry commercial general liability, property, business interruption, including loss of rental income, and other insurance policies to cover insurable risks to our Company. We select policy specifications, insured limits and deductibles which we believe to be appropriate and adequate given the relative risk of loss, the cost of the coverage and standard industry practices. Our insurance policies contain industry standard exclusions and we do not carry insurance for generally uninsurable perils, such as loss from war or nuclear reaction. A significant portion of our properties are located in seismically active zones such as California, which represents approximately 12% of our portfolio's annualized rent as of December 31, 2019. One catastrophic event, for example, in California, could significantly impact multiple properties, the aggregate deductible amounts could be significant and the limits we purchase could prove to be insufficient, which could materially and adversely impact our business, financial condition and results of operations. Furthermore, a catastrophic regional event could also severely impact some of our insurers rendering them insolvent or unable to fully pay on claims despite their current financial strength. We may discontinue purchasing insurance against earthquake, flood or windstorm or other perils on some or all of our properties in the future if the cost of premiums for any of these policies exceeds, in our judgment, the value of the coverage relative to the risk of loss.

In addition, many of our buildings contain extensive and highly valuable technology-related improvements. Under the terms of our agreements with customers, customers are obligated to maintain adequate insurance coverage applicable to such improvements and under most circumstances use their insurance proceeds to restore such improvements after a casualty event. In the event of a casualty or other loss involving one of our buildings with extensive installed tenant improvements, our customers may have the right to terminate their leases if we do not rebuild the base building within prescribed times. In such cases, the proceeds from customers' insurance will not be available to us to restore the improvements, and our insurance coverage may be insufficient to replicate the technology-related improvements made by such customers. Furthermore, the terms of our mortgage indebtedness at certain of our properties may require us to pay insurance proceeds over to our lenders under certain circumstances, rather than use the proceeds to repair the property. If we or one or more of our customers experience a loss which is uninsured or which exceeds policy limits, we could lose the capital invested in the damaged properties as well as the anticipated future cash flows from those properties. In addition, if the damaged properties are subject to recourse indebtedness, we would continue to be liable for the indebtedness, even if these properties were irreparably damaged.

**We may become subject to litigation or threatened litigation which may divert management time and attention, require us to pay damages and expenses or restrict the operation of our business.**

We may become subject to disputes with parties with whom we conduct business, including as a result of any breach in our security systems or downtime in our critical power and cooling systems. Any such dispute could result in litigation between us and the other parties. Whether or not any dispute actually proceeds to litigation, we may be required to devote significant management time and attention to its resolution (through litigation, settlement or otherwise), which would detract from our management's ability to focus on our business. Any such resolution could involve the payment of damages or expenses by us, which may be significant. In addition, any such resolution could involve our agreement with terms that restrict the operation of our business.

**We could incur significant costs related to environmental matters, including from government regulation, private litigation, and existing conditions at some of our properties.**

Under various laws relating to the protection of the environment in the United States, as well as in many jurisdictions in Europe, Asia and South America, a current or previous owner or operator of real estate may be liable for contamination resulting from the presence or discharge of hazardous or toxic substances at a property, and may be required to investigate and clean up such contamination at or emanating from a property. Such laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the presence of the contaminants, and the liability may be joint and several. In the United States, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, or CERCLA, established a regulatory and remedial program intended to provide for the investigation and clean-up of facilities where, or from which, a release of any hazardous

substance into the environment has occurred or is threatened. CERCLA's primary mechanism for remedying such problems is to impose strict joint and several liability for clean-up of facilities on current owners and operators of the site, former owners and operators of the site at the time of the disposal of the hazardous substances, any person who arranges for the transportation, disposal or treatment of the hazardous substances, and the transporters who select the disposal and treatment facilities, regardless of the care exercised by such persons. CERCLA also imposes liability for the cost of evaluating and remedying any damage to natural resources. The costs of CERCLA investigation and clean-up can be very substantial. CERCLA also authorizes the imposition of a lien in favor of the United States on all real property subject to, or affected by, a remedial action for all costs for which a party is liable. Subject to certain procedural restrictions, CERCLA gives a responsible party the right to bring a contribution action against other responsible parties for their allocable shares of investigative and remedial costs. Our ability to obtain reimbursement from others for their allocable shares of such costs would be limited by our ability to find other responsible parties and prove the extent of their responsibility, their financial resources, and other procedural requirements. Various state laws, as well as laws in Europe, Asia and South America, also impose in certain cases strict joint and several liability for investigation, clean-up and other damages associated with hazardous substance releases.

Previous owners used some of our properties for industrial and manufacturing purposes, and those properties may contain some level of environmental contamination. Independent environmental consultants have conducted Phase I or similar environmental site assessments on all of the properties in our portfolio. Site assessments are intended to discover and evaluate information regarding the environmental condition of the surveyed property and surrounding properties. These assessments do not generally include soil samplings, subsurface investigations or an asbestos survey and the assessments may fail to reveal all environmental conditions, liabilities or compliance concerns. In addition, material environmental conditions, liabilities or compliance concerns may have arisen after these reviews were completed or may arise in the future. We could be held jointly and severally liable under CERCLA and various state, local and national laws for the investigation and remediation of environmental contamination on our properties caused by previous owners or operators. Further, fuel storage tanks are present at most of our properties, and if releases were to occur, we may be liable for the costs of cleaning any resulting contamination. The presence of contamination or the failure to remediate contamination at our properties may expose us to third-party liability or materially adversely affect our ability to sell, lease or develop the real estate or to borrow using the real estate as collateral.

In addition, some of our customers, particularly those in the biotechnology and life sciences industry and those in the technology manufacturing industry, routinely handle hazardous substances and wastes as part of their operations at our properties. Environmental laws and regulations subject our customers, and potentially us, to liability resulting from these activities or from previous industrial or retail uses of those properties. We could be held jointly and severally liable under CERCLA and various state, local and national laws for the investigation and remediation of hazardous substances released by our customers on our properties. Environmental liabilities could also affect a customer's ability to make rental payments to us. We cannot assure you that costs of investigation and remediation of environmental matters will not affect our ability to pay dividends to Digital Realty Trust, Inc.'s stockholders and distributions to Digital Realty Trust, L.P.'s unitholders or that such costs or other remedial measures will not have a material adverse effect on our business, assets or results of operations.

Some of our properties may contain asbestos-containing building materials. Environmental laws require that asbestos-containing building materials be properly managed and maintained, and may impose fines and penalties on building owners or operators for failure to comply with these requirements. These laws may also allow third parties to seek recovery from owners or operators for personal injury associated with exposure to asbestos-containing building materials.

Our properties and their uses often require permits and entitlements from various government agencies, including permits and entitlements related to zoning and land use. Certain permits from state or local environmental regulatory agencies, including regulators of air quality, are usually required to install and operate diesel-powered generators, which provide emergency back-up power at most of our facilities. These permits often set emissions limits for certain air pollutants, including oxides of nitrogen. In addition, various federal, state, and local environmental, health and safety

requirements, such as fire requirements and treated and storm water discharge requirements, apply to some of our properties. Our ability to comply with, as well as changes to, applicable regulations, such as air quality regulations, or the permit requirements for equipment at our facilities, could hinder or prevent our construction or operation of data center facilities.

Also, drought conditions in certain markets have resulted in water usage restrictions and proposals to further restrict water usage. Our data center facilities could face restrictions on water usage, water efficiency mandates, or higher water prices. Climate change could also limit water availability. In addition, sea level rise and more frequent and severe weather events caused or contributed to by climate change pose physical risks to our facilities. Additional risks related to our business and operations as a result of climate change include both physical and transition risks such as:

- Higher energy costs (e.g., due to more extreme weather events, extreme temperatures or increased demand for limited resources);
- Increased environmental regulations impacting the cost to develop, or the ability to develop in certain areas;
- Higher costs of materials due to environmental impacts from extraction and processing of raw materials and production of finished goods;
- Higher costs of supply chain services, with potential supply chain disruptions related to climate change; and
- Lost revenue or higher expenses related to climate change events (e.g., higher insurance costs, uninsured losses, diminished customer retention in areas subject to extreme weather or resource availability constraints).

The environmental laws and regulations to which our properties are subject may change in the future, and new laws and regulations may be created. Future laws, ordinances or regulations may impose additional material environmental liability. Such laws include those directly regulating our climate change impacts and those which regulate the climate change impacts of companies with which we do business, such as utilities providing our facilities with electricity. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Factors Which May Influence Future Results of Operations—Climate change legislation.” We do not know if or how the requirements will change, but changes may require that we make significant unanticipated expenditures, and such expenditures may materially adversely impact our financial condition, cash flow, results of operations, cash available for distributions, Digital Realty Trust, Inc.’s common stock’s per share trading price, our competitive position and ability to satisfy our debt service obligations.

**Our properties may contain or develop harmful mold or suffer from other air quality issues, which could lead to liability for adverse health effects and costs to remedy the problem.**

When excessive moisture accumulates in buildings or on building materials, mold may grow, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Indoor air quality issues can also stem from inadequate ventilation, chemical contamination from indoor or outdoor sources and other biological contaminants such as pollen, viruses and bacteria. Indoor exposure to airborne toxins or irritants above certain levels can be alleged to cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of significant mold or other airborne contaminants, such as Legionella, at any of our properties could require us to undertake a costly remediation program to contain or remove the mold or other airborne contaminants from the affected property or increase indoor ventilation. In addition, the presence of significant mold or other airborne contaminants could expose us to liability from our customers, their employees, our employees and others if property damage or health concerns arise.

**We may incur significant costs complying with applicable laws and governmental regulations, including the Americans with Disabilities Act.**

Our business is subject to regulation under a wide variety of U.S. federal, state and local laws, regulations and policies, including those imposed by the SEC, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act and the NYSE, as well as applicable local, state, and national labor laws. Although we have policies and procedures designed to comply with applicable laws and regulations, failure to comply with the various laws and regulations may result in civil and criminal liability, fines and penalties and increased costs of compliance.

Under the Americans with Disabilities Act of 1990, or the ADA, all public accommodations must meet federal requirements related to access and use by disabled persons. We have not conducted an audit or investigation of all of our properties to determine our compliance with the ADA or similar laws of other jurisdictions in which we operate. If one or more of the properties in our portfolio does not comply with the ADA or such other laws, then we would be required to incur additional costs to bring the property into compliance. Additional federal, state and local laws also may require modifications to our properties, or restrict our ability to renovate our properties. We cannot predict the ultimate cost of compliance with the ADA or other laws. If we incur substantial costs to comply with the ADA and any other similar legislation or are subject to awards of damages to private litigants, our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt service obligations could be materially adversely affected.

The properties in our portfolio are subject to various federal, state and local regulations, such as state and local fire and life safety regulations. If we fail to comply with these various regulations, we may have to pay fines or damage awards to private litigants. In addition, we do not know whether existing regulations will change or whether future regulations will require us to make significant unanticipated expenditures that will materially adversely impact our financial condition, results of operations, cash flow, cash available for distribution and ability to satisfy our debt service obligations.

**Our business could be adversely impacted if there are deficiencies in our disclosure controls and procedures or internal control over financial reporting.**

The design and effectiveness of our disclosure controls and procedures and internal control over financial reporting may not prevent all errors, misstatements or misrepresentations. While management will continue to review the effectiveness of our disclosure controls and procedures and internal control over financial reporting, there can be no guarantee that our internal control over financial reporting will be effective in accomplishing all control objectives all of the time. Furthermore, our disclosure controls and procedures and internal control over financial reporting with respect to entities that we do not control or manage may be substantially more limited than those we maintain with respect to the subsidiaries that we have controlled or managed over the course of time. Deficiencies, including any material weakness, in our internal control over financial reporting which may occur in the future could result in misstatements of our results of operations, restatements of our financial statements, a decline in Digital Realty Trust, Inc.'s stock price, or otherwise materially adversely affect our business, reputation, results of operations, financial condition or liquidity.

***Risks Related to the InterXion Exchange Offer***

**The Offer Consideration will not be adjusted in the event of any change in the stock prices of either the Company or InterXion.**

Upon the completion of the Offer, and subject to the satisfaction or waiver of the various closing conditions, each InterXion Share validly tendered and not properly withdrawn will be converted automatically into the right to receive 0.7067 shares of the Digital Realty Trust, Inc.'s common stock. The exchange ratio of 0.7067 will not be adjusted for changes in the market prices of either shares of Digital Realty Trust, Inc. common stock or the InterXion Shares. Changes in the market price of shares of Digital Realty Trust, Inc. common stock prior to the expiration of the Offer will affect the market value of the Offer Consideration. Stock price changes may result from a variety of factors (many of which are beyond the control of the Company and InterXion), including the following factors:

- market reaction to the announcement of the Offer and the prospects of the Company following the transactions;
- changes in the respective businesses, operations, assets, liabilities and prospects of the Company and InterXion;
- changes in market assessments of the business, operations, financial position and prospects of either company;
- market assessments of the likelihood that the InterXion Transactions will be completed;
- interest rates, general market and economic conditions and other factors generally affecting the market prices of Digital Realty Trust, Inc. common stock and the InterXion Shares;
- federal, state and local legislation, governmental regulation and legal developments affecting the industries in which the Company and InterXion operate; and
- other factors beyond the control of the Company and InterXion, including those described or referred to elsewhere in this report.

The market price of shares of the Digital Realty Trust, Inc.'s common stock at the closing of the Offer may vary from its price on the date that was used to establish the exchange ratio, on the date the Purchase Agreement was executed, on the date of this report and at the expiration time of the Offer. As a result, the market value of the Offer Consideration will also vary.

Therefore, while the number of shares of the Digital Realty Trust, Inc.'s common stock to be issued per InterXion Share is fixed, (1) Digital Realty Trust, Inc. stockholders cannot be sure of the market value of the consideration that will be paid to InterXion shareholders upon completion of the InterXion Transactions and (2) InterXion shareholders cannot be sure of the market value of the consideration they will receive upon completion of the InterXion Transactions.

**Digital Realty Trust, Inc. stockholders and InterXion shareholders will be diluted by the transactions.**

The transactions will dilute the ownership position of Digital Realty Trust, Inc.'s stockholders and result in InterXion shareholders having an ownership stake in Digital Realty Trust, Inc. that is smaller than their current stake in InterXion. Upon completion of the InterXion Transactions, the Company estimates that continuing Digital Realty Trust, Inc. stockholders will own approximately 80% of the issued and outstanding common stock of Digital Realty Trust, Inc., and former InterXion shareholders will own approximately 20% of the issued and outstanding common stock of Digital Realty Trust, Inc. Digital Realty Trust, Inc. Consequently, Digital Realty Trust, Inc. stockholders and InterXion shareholders, as a general matter, will have less influence over the management and policies of the combined company after the completion of the transactions than each currently exercise over the management and policies of the Company and InterXion, as applicable.

**Completion of the InterXion Transactions is subject to many conditions and if these conditions are not satisfied or waived, such transactions will not be completed, which could result in the requirement that the Company or InterXion pay certain termination fees.**

The Purchase Agreement includes customary representations, warranties and covenants of Digital Realty Trust, Inc., Buyer and InterXion. Until the earlier of the termination of the Purchase Agreement and the completion of the InterXion Transactions, InterXion has agreed to operate its and its subsidiaries' businesses in the ordinary course consistent with past practice and has agreed to certain other operating covenants, as set forth more fully in the Purchase Agreement. In addition, Buyer's obligation to purchase the InterXion Shares validly tendered and not properly withdrawn pursuant to the Offer is subject to the satisfaction or waiver of various closing conditions, including that certain required regulatory approvals shall have been received and be in full force and effect or their relevant waiting periods (and any extension thereof) shall have expired or been terminated. The Company and InterXion have agreed to use their respective reasonable best efforts to obtain such required approvals.

There can be no assurance that the conditions to closing of the InterXion Transactions will be satisfied or waived or that such transactions will be completed. Failure to consummate the InterXion Transactions may adversely affect the Company's or InterXion's results of operations and business prospects for the following reasons, among others: (i) each of the Company and InterXion will incur certain transaction costs, regardless of whether such transactions close, which could adversely affect each company's respective financial condition, results of operations and ability to make distributions to its security holders; and (ii) such transactions, whether or not they close, will divert the attention of certain management and other key employees of the Company and InterXion from ongoing business activities, including the pursuit of other opportunities that could be beneficial to the Company or InterXion, respectively. In addition, the Company or InterXion may terminate the Purchase Agreement under certain circumstances, which may require the Company to pay InterXion a termination fee of $254.3 million, or may require InterXion to pay the Company a termination fee of $72.6 million. If the InterXion Transactions are not consummated, the price of Digital Realty Trust, Inc.'s common stock might decline.

**The pendency of the InterXion Transactions could adversely affect the business and operations of the Company and InterXion.**

Prior to the completion of the InterXion Transactions, some customers, prospective customers or vendors of each of the Company and InterXion may delay or defer decisions, which could negatively affect the revenues, earnings, cash flows and expenses of the Company and InterXion, regardless of whether such transactions are completed. Similarly, current and prospective employees of the Company and InterXion may experience uncertainty about their future roles with the Company following the InterXion Transactions, which may adversely affect the ability of each of the Company and InterXion to attract and retain key personnel during the pendency of such transactions. In addition, during the pendency of the InterXion Transactions, Digital Realty Trust, Inc. has agreed not to: declare or pay any dividend, other than in the ordinary course of business; enter into a material new line of business unrelated to the current business lines; or knowingly take or fail to any action which would reasonably be expected to cause Digital Realty Trust, Inc. to fail to qualify as a REIT, among other things. Similarly, during the pendency of the InterXion Transactions, InterXion has agreed not to: pursue strategic transactions; undertake significant capital projects; undertake certain significant financing transactions; incur significant indebtedness; modify, amend, renew, or extend any material customer contract other than in the ordinary course of business; hire any new senior management employees; or otherwise pursue certain material actions, even if such actions would prove beneficial to InterXion.

**The Purchase Agreement contains provisions that could discourage a potential competing acquirer of InterXion or could result in a competing proposal being at a lower price than it might otherwise be.**

The Purchase Agreement contains provisions that, subject to limited exceptions necessary to comply with the duties of InterXion's Board of Directors, restrict the ability of InterXion to solicit or initiate discussions with any third party regarding Alternative Acquisition Proposals (as defined in the Purchase Agreement) or participate in any discussions or negotiations with any third party regarding such proposals. Subject to certain exceptions, InterXion's Board of Directors is not permitted to (a) withhold, withdraw, qualify or modify its recommendation to its shareholders to accept the Offer

and approve and adopt certain matters, including the InterXion Transactions , or the InterXion Recommendation, (b) recommend, adopt or approve any Alternative Acquisition Proposal, (c) publicly make any recommendation in connection with an Alternative Acquisition Proposal other than a recommendation against such proposal, (d) fail to publicly and without qualification recommend against any Alternative Acquisition Proposal or fail to reaffirm the InterXion Recommendation within certain specified time periods (any such action in this paragraph, an "Adverse Recommendation Change"), (e) publicly propose to do any of the foregoing or (f) approve or recommend or allow InterXion or any affiliates to execute or enter into, any agreement relating to any Alternative Acquisition Proposal.

Solely in response to a Superior Proposal (as defined in the Purchase Agreement) received by InterXion's Board of Directors, which must be (i) more favorable to InterXion and its shareholders and (ii) include offer consideration with a value that exceeds the Offer Consideration by at least 7%, InterXion's Board of Directors may at any time prior to the expiration time of the Offer make an Adverse Recommendation Change, or terminate the Purchase Agreement and enter into an Alternative Acquisition Agreement (as defined in the Purchase Agreement) with respect to a Superior Proposal if, (a) InterXion has provided to Digital Realty Trust, Inc. and Buyer four business days' prior written notice of the existence of and material terms and conditions of the Superior Proposal; (b) InterXion has engaged in good faith negotiations with Digital Realty Trust, Inc. and Buyer to amend the Purchase Agreement to make the Purchase Agreement at least as favorable as the Alternative Acquisition Proposal; and (c) InterXion's Board of Directors has determined that, in light of such Superior Proposal and taking into account any revised terms proposed by the Company, that the failure to effect an Adverse Recommendation Change and/or terminate the Purchase Agreement would be inconsistent with the directors' fiduciary duties under the laws of the Netherlands.

These provisions could discourage a potential competing acquirer that might have an interest in acquiring all or a significant part of InterXion from considering or proposing such an acquisition, even if the potential competing acquirer was prepared to pay consideration with a higher per share value than the value proposed to be received or realized in the InterXion Transactions, or might result in a potential competing acquirer proposing to pay a lower per share value than it might otherwise have proposed to pay because of the added expense of the termination fee that may become payable in certain circumstances under the Purchase Agreement.

**If the Offer is not consummated by the End Date, either the Company or InterXion may terminate the Purchase Agreement.**

The Purchase Agreement contains certain termination rights, including, but not limited to, the right of either party to terminate the Purchase Agreement if the Offer is not consummated on or before 11:59 p.m. (New York City time) on October 29, 2020 (the "End Date"), provided that if all of the Offer conditions shall have been satisfied, other than the condition that all Required Approvals (as defined in the Purchase Agreement) shall have been received, the End Date shall automatically extend until the date that is 90 days following the initial End Date.

**The InterXion Transactions will result in changes to the board of directors of the combined company.**

The board of directors of the combined company will consist of eleven board members designated by Digital Realty Trust, Inc. and one board member designated by InterXion. Laurence A. Chapman, the current Chairman of Digital Realty Trust, Inc.'s Board of Directors, will serve as Chairman of the Board of Directors of the combined company. This new composition of the board of directors of the combined company may affect the future decisions of the combined company.

***Risks Related to the Combined Company Following the InterXion Transactions***

**The combined company expects to incur substantial expenses related to the InterXion Transactions.**

The combined company expects to incur substantial expenses in connection with completing the InterXion Transactions and integrating the business, operations, networks, systems, technologies, policies and procedures of InterXion with those of the Company. There are several systems that must be integrated, including accounting and finance and asset management. While the Company has assumed that a certain level of transaction and integration

expenses would be incurred, there are a number of factors beyond its control that could affect the total amount or the timing of the combined company's integration expenses. Many of the expenses that will be incurred, by their nature, are difficult to estimate accurately at the present time. As a result, the transaction and integration expenses associated with the InterXion Transactions could, particularly in the near term, exceed the savings that the combined company expects to achieve from the elimination of duplicative expenses and the realization of economies of scale and cost savings related to the integration of the businesses following the completion of such transactions.

**Following the InterXion Transactions, the combined company may be unable to integrate the businesses of the Company and InterXion successfully and realize the anticipated synergies and other benefits of such transactions or do so within the anticipated timeframe.**

The InterXion Transactions involve the combination of two companies that currently operate as independent public companies. The combined company is expected to benefit from the elimination of duplicative costs associated with supporting a public company platform, technologies and systems. These savings are expected to be realized upon full integration following the closing of the InterXion Transactions. However, the combined company will be required to devote significant management attention and resources to integrating the business practices and operations of the Company and InterXion. Potential difficulties the combined company may encounter in the integration process include the following:

- the inability to successfully combine the businesses of the Company and InterXion in a manner that permits the combined company to achieve the cost savings anticipated to result from the InterXion Transactions, which would result in the anticipated benefits of such transactions not being realized in the timeframe currently anticipated or at all;
- the complexities associated with managing the combined businesses out of several different locations and integrating personnel from the two companies;
- the additional complexities of combining two companies with different histories, cultures, regulatory restrictions, markets and customer bases;
- potential unknown liabilities and unforeseen increased expenses, delays or regulatory conditions associated with such transactions; and
- performance shortfalls as a result of the diversion of management's attention caused by completing such transactions and integrating the companies' operations.

For all these reasons, it is possible that the integration process could result in the distraction of the combined company's management, the disruption of the combined company's ongoing business or inconsistencies in the combined company's operations, services, standards, controls, procedures and policies, any of which could adversely affect the ability of the combined company to maintain relationships with customers, vendors and employees or to achieve the anticipated benefits of the InterXion Transaction, or could otherwise adversely affect the business and financial results of the combined company.

**Following the InterXion Transactions, the combined company may be unable to retain key employees.**

The success of the combined company after the InterXion Transactions will depend in part upon its ability to retain key Company and InterXion employees. Key employees may depart either before or after such transactions because of issues relating to the uncertainty and difficulty of integration or a desire not to remain with the combined company following such transactions. Accordingly, no assurance can be given that the Company, InterXion or, following the InterXion Transactions, the combined company will be able to retain key employees to the same extent as in the past.

**The combined company's anticipated level of indebtedness will increase upon completion of the InterXion Transactions and may increase the related risks the Company now faces.**

In connection with the InterXion Transactions, the combined company will assume and/or refinance certain indebtedness of InterXion totaling approximately $1.4 billion and may be subject to increased risks associated with debt financing, including the risk that the combined company's cash flow could be insufficient to meet required payments on its debt.

The combined company's increased indebtedness could have important consequences to holders of its common stock and preferred stock, including InterXion shareholders who receive Digital Realty Trust, Inc. common stock in such transactions, including:

- increasing the combined company's vulnerability to general adverse economic and industry conditions;
- limiting the combined company's ability to obtain additional financing to fund future working capital, capital expenditures and other general corporate requirements;
- requiring the use of a substantial portion of the combined company's cash flow from operations for the payment of principal and interest on its indebtedness, thereby reducing its ability to use its cash flow to fund working capital, acquisitions, capital expenditures and general corporate requirements;
- limiting the combined company's flexibility in planning for, or reacting to, changes in its business and its industry; and
- putting the combined company at a disadvantage compared to its competitors with less indebtedness.

If the combined company defaults under a mortgage loan, it may automatically be in default under any other loan that has cross-default provisions, and it may lose the properties securing these loans. Although the combined company anticipates that it will pay off its mortgage payables if and when prepayment penalties and other costs and considerations make it economically feasible to do so, the combined company cannot anticipate when such payment will occur.

**The future results of the combined company will suffer if the combined company does not effectively manage its expanded operations following the InterXion Transactions.**

Following the InterXion Transactions, the combined company expects to continue to expand its operations through additional acquisitions and development, some of which may involve complex challenges. The future success of the combined company will depend, in part, upon the ability of the combined company to manage its development and expansion opportunities, which may pose substantial challenges for the combined company to complete development projects and integrate new operations into its existing business in an efficient and timely manner, and upon its ability to successfully monitor its operations, costs, regulatory compliance and service quality, and to maintain other necessary internal controls. There is no assurance that the combined company's development, expansion or acquisition opportunities will be successful, or that the combined company will realize its expected operating efficiencies, cost savings, revenue enhancements, synergies or other benefits.

**Counterparties to certain significant agreements with the Company or InterXion may exercise contractual rights under such agreements in connection with the InterXion Transactions.**

The Company and InterXion are each party to certain agreements that give the counterparty certain rights following a "change in control," including in some cases the right to terminate the agreement. Under some such agreements, the closing of the Offer may constitute a change in control and therefore the counterparty may exercise certain rights under the agreement upon the closing of the InterXion Transactions. Any such counterparty may request modifications of their respective agreements as a condition to granting a waiver or consent under their agreement. There can be no assurances

that such counterparties will not exercise their rights under these agreements, including termination rights where available, or that the exercise of any such rights under, or modification of, these agreements will not adversely affect the business or operations of the combined company.

***Risks Related to Our Organizational Structure***

**Digital Realty Trust, Inc.'s duty to its stockholders may conflict with the interests of Digital Realty Trust, L.P.'s unitholders.**

Conflicts of interest may exist or could arise in the future as a result of the relationships between Digital Realty Trust, Inc. and its stockholders, on the one hand, and Digital Realty Trust, L.P. and its partners, on the other. Digital Realty Trust, Inc.'s directors and officers have duties to Digital Realty Trust, Inc. and its stockholders under Maryland law in connection with their management of our Company. At the same time, Digital Realty Trust, Inc., as general partner, has fiduciary duties under Maryland law to Digital Realty Trust, L.P. and to the limited partners in connection with the management of our Operating Partnership. Digital Realty Trust, Inc.'s duties as general partner to Digital Realty Trust, L.P. and its partners may come into conflict with the duties of Digital Realty Trust, Inc.'s directors and officers to Digital Realty Trust, Inc. and its stockholders. Under Maryland law, a general partner of a Maryland limited partnership owes its limited partners the duties of loyalty and care, which must be discharged consistently with the obligation of good faith and fair dealing, unless the partnership agreement provides otherwise. The partnership agreement of Digital Realty Trust, L.P. provides that for so long as Digital Realty Trust, Inc. owns a controlling interest in Digital Realty Trust, L.P., any conflict that cannot be resolved in a manner not adverse to either Digital Realty Trust, Inc.'s stockholders or the limited partners will be resolved in favor of Digital Realty Trust, Inc.'s stockholders.

The provisions of Maryland law that allow the fiduciary duties of a general partner to be modified by a partnership agreement have not been tested in a court of law, and we have not obtained an opinion of counsel covering the provisions set forth in the partnership agreement that purport to waive or restrict Digital Realty Trust, Inc.'s fiduciary duties.

Digital Realty Trust, Inc.'s stockholders and Digital Realty Trust, L.P.'s unitholders are also subject to the following additional conflict of interest:

***Tax consequences upon sale or refinancing.*** Sales of properties and repayment of certain indebtedness will affect holders of common units in Digital Realty Trust, L.P. and Digital Realty Trust, Inc.'s stockholders differently. Consequently, these holders of common units in Digital Realty Trust, L.P. may have different objectives regarding the appropriate pricing and timing of any such sale or repayment of debt. While Digital Realty Trust, Inc. has exclusive authority under the partnership agreement of Digital Realty Trust, L.P. to determine when to refinance or repay debt or whether, when, and on what terms to sell a property, such decisions may require the approval of Digital Realty Trust, Inc.'s Board of Directors and Digital Realty Trust, Inc.'s ability to take such actions, to the extent that they may reduce the liabilities of Digital Realty Trust, L.P., may be limited pursuant to the tax protection agreement that Digital Realty Trust, Inc. and Digital Realty Trust, L.P. entered into upon completion of the DFT Merger. Certain of Digital Realty Trust, Inc.'s directors and executive officers could exercise their influence in a manner inconsistent with the interests of some, or a majority, of Digital Realty Trust, L.P.'s unitholders, including in a manner which could prevent completion of a sale of a property or the repayment of indebtedness.

**Digital Realty Trust, Inc.'s charter, Digital Realty Trust, L.P.'s partnership agreement and Maryland law contain provisions that may delay, defer or prevent a change of control transaction.**

These provisions include the following:

***Digital Realty Trust, Inc.'s charter and the articles supplementary governing its preferred stock contain 9.8% ownership limits.*** Digital Realty Trust, Inc.'s charter, subject to certain exceptions, authorizes Digital Realty Trust,

Inc.'s Board of Directors to take such actions as are necessary and desirable to preserve Digital Realty Trust, Inc.'s qualification as a REIT and to limit any person to actual or constructive ownership of no more than 9.8% (by value or by number of shares, whichever is more restrictive) of the outstanding shares of Digital Realty Trust, Inc.'s common stock, 9.8% (by value or by number of shares, whichever is more restrictive) of the outstanding shares of any series of Digital Realty Trust, Inc.'s preferred stock and 9.8% of the value of Digital Realty Trust, Inc.'s outstanding capital stock. Digital Realty Trust, Inc.'s Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a proposed transferee from the ownership limit. However, Digital Realty Trust, Inc.'s Board of Directors may not grant an exemption from the ownership limit to any proposed transferee whose direct or indirect ownership of more than 9.8% of the outstanding shares of Digital Realty Trust, Inc.'s common stock, more than 9.8% of the outstanding shares of any series of Digital Realty Trust, Inc.'s preferred stock or more than 9.8% of the value of Digital Realty Trust, Inc.'s outstanding capital stock could jeopardize Digital Realty Trust, Inc.'s status as a REIT. These restrictions on transferability and ownership will not apply if Digital Realty Trust, Inc.'s Board of Directors determines that it is no longer in Digital Realty Trust, Inc.'s best interests to attempt to qualify, or to continue to qualify, as a REIT or that compliance is no longer required for REIT qualification. The ownership limit may delay, defer or prevent a transaction or a change of control that might be in the best interest of Digital Realty Trust, Inc.'s stockholders and Digital Realty Trust, L.P.'s unitholders.

***Digital Realty Trust, L.P.'s partnership agreement contains provisions that may delay, defer or prevent a change of control transaction.*** Digital Realty Trust, L.P.'s partnership agreement provides that Digital Realty Trust, Inc. may not engage in any merger, consolidation or other combination with or into another person, any sale of all or substantially all of its assets or any reclassification, recapitalization or change of its outstanding equity interests unless the transaction is approved by the holders of common units and long-term incentive units representing at least 35% of the aggregate percentage interests of all holders of common units and long-term incentive units and either:

- all limited partners will receive, or have the right to elect to receive, for each common unit an amount of cash, securities or other property equal to the product of the number of shares of Digital Realty Trust, Inc. common stock into which a common unit is then exchangeable and the greatest amount of cash, securities or other property paid in consideration of each share of Digital Realty Trust, Inc. common stock in connection with the transaction (provided that, if, in connection with the transaction, a purchase, tender or exchange offer is made to and accepted by the holders of more than 50% of the shares of Digital Realty Trust, Inc. common stock, each holder of common units will receive, or have the right to elect to receive, the greatest amount of cash, securities or other property which such holder would have received if it exercised its right to redemption and received shares of Digital Realty Trust, Inc. common stock in exchange for its common units immediately prior to the expiration of such purchase, tender or exchange offer and thereupon accepted such purchase, tender or exchange offer and the transaction was then consummated); or
- the following conditions are met:
  - substantially all of the assets directly or indirectly owned by the surviving entity in the transaction are held directly or indirectly by Digital Realty Trust, L.P. or another limited partnership or limited liability company which is the survivor of a merger, consolidation or combination of assets with Digital Realty Trust, L.P., which we refer to as the surviving partnership;
  - the holders of common units and long-term incentive units own a percentage interest of the surviving partnership based on the relative fair market value of Digital Realty Trust, L.P.'s net assets and the other net assets of the surviving partnership immediately prior to the consummation of such transaction;
  - the rights, preferences and privileges of the holders of interests in the surviving partnership are at least as favorable as those in effect immediately prior to the consummation of such transaction and as those applicable to any other limited partners or non-managing members of the surviving partnership; and
  - the rights of the limited partners or non-managing members of the surviving partnership include at least one of the following: (i) the right to redeem their interests in the surviving partnership for the consideration available to such persons pursuant to Digital Realty Trust, L.P.'s partnership agreement; or (ii) the right to redeem their interests for cash on terms equivalent to those in effect with respect to their common units immediately prior to the consummation of such transaction (or, if the ultimate controlling person of the surviving partnership has publicly traded common equity securities, for such

common equity securities, with an exchange ratio based on the determination of relative fair market value of such securities and the shares of Digital Realty Trust, Inc. common stock).

These provisions may discourage others from trying to acquire control of Digital Realty Trust, Inc. and may delay, defer or prevent a change of control transaction that might be beneficial to Digital Realty Trust, Inc.'s stockholders and Digital Realty Trust, L.P.'s unitholders.

***The change of control conversion features of Digital Realty Trust, Inc.'s preferred stock may make it more difficult for a party to take over our Company or discourage a party from taking over our Company.*** Upon the occurrence of specified change of control transactions, holders of our series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock, series K preferred stock and series L preferred stock will have the right (unless, prior to the change of control conversion date, we have provided or provide notice of our election to redeem such preferred stock) to convert some or all of their series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock, series K preferred stock or series L preferred stock, as applicable, into shares of our common stock (or equivalent value of alternative consideration), subject to caps set forth in the articles supplementary governing the applicable series of preferred stock. The change of control conversion features of the series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock, series K preferred stock and series L preferred stock may have the effect of discouraging a third party from making an acquisition proposal for our Company or of delaying, deferring or preventing certain change of control transactions of our Company under circumstances that otherwise could provide the holders of our common stock, series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock, series K preferred stock and series L preferred stock with the opportunity to realize a premium over the then-current market price or that stockholders may otherwise believe is in their best interests.

***Digital Realty Trust, Inc. could increase or decrease the number of authorized shares of stock and issue stock without stockholder approval.*** Digital Realty Trust, Inc.'s charter authorizes Digital Realty Trust, Inc.'s Board of Directors, without stockholder approval, to amend the charter from time to time to increase or decrease the aggregate number of authorized shares of stock or the number of authorized shares of stock of any class or series, to issue authorized but unissued shares of the Digital Realty Trust, Inc.'s common stock or preferred stock and, subject to the voting rights of holders of preferred stock, to classify or reclassify any unissued shares of Digital Realty Trust, Inc.'s common stock or preferred stock into other classes of series of stock and to set the preferences, rights and other terms of such classified or reclassified shares. Although Digital Realty Trust, Inc.'s Board of Directors has no such intention at the present time, it could establish an additional class or series of preferred stock that could, depending on the terms of such class or series, delay, defer or prevent a transaction or a change of control that might be in the best interest of Digital Realty Trust, Inc.'s stockholders and Digital Realty Trust, L.P.'s unitholders.

***Certain provisions of Maryland law could inhibit changes in control.*** Certain provisions of the Maryland General Corporation Law, or MGCL, may have the effect of impeding a third party from making a proposal to acquire Digital Realty Trust, Inc. or of impeding a change of control under circumstances that otherwise could be in the best interests of Digital Realty Trust, Inc.'s stockholders and Digital Realty Trust, L.P.'s unitholders, including:

- "business combination" provisions that, subject to limitations, prohibit certain business combinations between Digital Realty Trust, Inc. and an "interested stockholder" (defined generally as any person who beneficially owns, directly or indirectly, 10% or more of the voting power of Digital Realty Trust, Inc.'s outstanding shares of voting stock or an affiliate or associate of Digital Realty Trust, Inc. who, at any time within the two-year period prior to the date in question, was the beneficial owner, directly or indirectly, of 10% or more of the voting power of Digital Realty Trust, Inc.'s then outstanding shares of stock) or an affiliate thereof for five years after the most recent date on which the stockholder becomes an interested stockholder, and thereafter impose special appraisal rights and supermajority voting requirements on these combinations; and
- "control share" provisions that provide that "control shares" of Digital Realty Trust, Inc. (defined as shares which, when aggregated with other shares controlled by the stockholder (except solely by virtue of a revocable proxy), entitle the stockholder to exercise one of three increasing ranges of voting power in electing directors) acquired in a "control share acquisition" (defined as the direct or indirect acquisition of ownership or control of

issued and outstanding "control shares") have no voting rights except to the extent approved by Digital Realty Trust, Inc.'s stockholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

Digital Realty Trust, Inc. has opted out of these provisions of the MGCL, in the case of the business combination provisions of the MGCL by resolution of its Board of Directors, and in the case of the control share provisions of the MGCL pursuant to a provision in its bylaws. However, Digital Realty Trust, Inc.'s Board of Directors may by resolution elect to opt in to the business combination provisions of the MGCL and Digital Realty Trust, Inc. may, by amendment to its bylaws, opt in to the control share provisions of the MGCL in the future.

The provisions of Digital Realty Trust, Inc.'s charter governing removal of directors and the advance notice provisions of Digital Realty Trust, Inc.'s bylaws could delay, defer or prevent a change of control or other transaction that might be in the best interests of Digital Realty Trust, Inc.'s stockholders and Digital Realty Trust, L.P.'s unitholders. Likewise, if Digital Realty Trust, Inc.'s board of directors were to opt in to the business combination provisions of the MGCL or the provisions of Title 3, Subtitle 8 of the MGCL not currently applicable to Digital Realty Trust, Inc., or if the provision in Digital Realty Trust, Inc.'s bylaws opting out of the control share acquisition provisions of the MGCL were rescinded, these provisions of the MGCL could have similar anti-takeover effects.

**The conversion rights of Digital Realty Trust, Inc.'s preferred stock may be detrimental to holders of Digital Realty Trust, Inc.'s common stock.**

Digital Realty Trust, Inc. currently has 8,050,000 shares of 6.625% series C cumulative redeemable perpetual preferred stock outstanding, 10,000,000 shares of 5.875% series G cumulative redeemable preferred stock outstanding, 10,000,000 shares of 6.350% series I cumulative redeemable preferred stock outstanding, 8,000,000 shares of 5.250% series J cumulative redeemable preferred stock outstanding, 8,400,000 shares of 5.850% series K cumulative redeemable preferred stock outstanding and 13,800,000 shares of 5.200% series L cumulative redeemable preferred stock outstanding which may be converted into Digital Realty Trust, Inc. common stock upon the occurrence of limited specified change in control transactions. The conversion of the series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock, series K preferred stock or series L preferred stock for Digital Realty Trust, Inc. common stock would dilute stockholder ownership in Digital Realty Trust, Inc. and unitholder ownership in Digital Realty Trust, L.P., and could adversely affect the market price of Digital Realty Trust, Inc. common stock and could impair our ability to raise capital through the sale of additional equity securities.

**Digital Realty Trust, Inc.'s rights and the rights of its stockholders to take action against its directors and officers are limited.**

Maryland law provides that Digital Realty Trust, Inc.'s directors have no liability in their capacities as directors if they perform their duties in good faith, in a manner they reasonably believe to be in the Company's best interests and with the care that an ordinarily prudent person in a like position would use under similar circumstances. As permitted by the MGCL, Digital Realty Trust, Inc.'s charter limits the liability of Digital Realty Trust, Inc.'s directors and officers to the Company and its stockholders for money damages, except for liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- a final judgment based upon a finding of active and deliberate dishonesty by the director or officer that was material to the cause of action adjudicated.

In addition, Digital Realty Trust, Inc.'s charter authorizes Digital Realty Trust, Inc. to obligate itself, and Digital Realty Trust, Inc.'s bylaws require it, to indemnify Digital Realty Trust, Inc.'s directors and officers for actions taken by them in those capacities and to pay or reimburse their reasonable expenses in advance of final disposition of a proceeding to the maximum extent permitted by Maryland law. Further, Digital Realty Trust, Inc. has entered into indemnification agreements with its directors and officers. As a result, Digital Realty Trust, Inc. and its stockholders may have more limited rights against its directors and officers than might otherwise exist under common law. Accordingly, in the event that actions taken in good faith by any of Digital Realty Trust, Inc.'s directors or officers

impede the performance of the Company, the Company's stockholders' ability to recover damages from that director or officer will be limited.

***Risks Related to Taxes and Digital Realty Trust, Inc.'s Status as a REIT***

**Failure to qualify as a REIT would have significant adverse consequences to Digital Realty Trust, Inc. and its stockholders and to Digital Realty Trust, L.P. and its unitholders.**

Digital Realty Trust, Inc. has operated and intends to continue operating in a manner that it believes will allow it to qualify as a REIT for federal income tax purposes under the Code. Digital Realty Trust, Inc. has not requested and does not plan to request a ruling from the IRS that it qualifies as a REIT. Qualification as a REIT involves the application of highly technical and complex Code provisions for which there are only limited judicial and administrative interpretations. The complexity of these provisions and of the applicable Treasury Regulations that have been promulgated under the Code is greater in the case of a REIT that, like Digital Realty Trust, Inc., holds its assets through a partnership. The determination of various factual matters and circumstances not entirely within Digital Realty Trust, Inc.'s control may affect its ability to qualify as a REIT. In order to qualify as a REIT, Digital Realty Trust, Inc. must satisfy a number of requirements, including requirements regarding the ownership of its stock, requirements regarding the composition of its assets and requirements regarding the source of its income. Also, Digital Realty Trust, Inc. must make distributions to stockholders aggregating annually at least 90% of its net taxable income, excluding any net capital gains.

If Digital Realty Trust, Inc. loses its REIT status, it will face serious tax consequences that would substantially reduce its cash available for distribution, including cash available to pay dividends to its stockholders, for each of the years involved because:

- Digital Realty Trust, Inc. would not be allowed a deduction for dividends paid to stockholders in computing its taxable income and would be subject to federal corporate income tax on its taxable income;
- Digital Realty Trust, Inc. also could be subject to the federal alternative minimum tax for taxable years prior to 2018 and possibly increased state and local taxes; and
- unless Digital Realty Trust, Inc. is entitled to relief under applicable statutory provisions, it could not elect to be taxed as a REIT for four taxable years following the year during which it was disqualified.

In addition, if Digital Realty Trust, Inc. fails to qualify as a REIT, it will not be required to make distributions to common stockholders, and accordingly, distributions Digital Realty Trust, L.P. makes to its unitholders could be similarly reduced. As a result of all these factors, Digital Realty Trust, Inc.'s failure to qualify as a REIT could impair our ability to expand our business and raise capital, and could materially adversely affect the value of Digital Realty Trust, Inc.'s stock and Digital Realty Trust, L.P.'s units.

**In certain circumstances, Digital Realty Trust, Inc. may be subject to federal and state taxes as a REIT, which would reduce its cash available for distribution to its stockholders.**

Even if Digital Realty Trust, Inc. qualifies as a REIT for federal income tax purposes, it may be subject to some federal, state and local taxes on its income or property and, in certain cases, a 100% penalty tax, in the event it sells property as a dealer. In addition, our domestic corporate subsidiary, Digital Services, Inc., which is a taxable REIT subsidiary of Digital Realty Trust, Inc., could be subject to federal, state and local taxes, and our foreign properties and companies are subject to tax in the jurisdictions in which they operate and are located. A domestic taxable REIT subsidiary is subject to U.S. federal income tax as a regular C corporation. In addition, a 100% excise tax will be imposed on certain transactions between a taxable REIT subsidiary and its parent REIT that are not conducted on an arm's length basis. Any federal, state or foreign taxes Digital Realty Trust, Inc. pays will reduce its cash available for distribution to stockholders.

**To maintain Digital Realty Trust, Inc.'s REIT status, we may be forced to borrow funds during unfavorable market conditions.**

To qualify as a REIT, Digital Realty Trust, Inc. generally must distribute to its stockholders at least 90% of its net taxable income each year, excluding capital gains, and Digital Realty Trust, Inc. will be subject to regular corporate income taxes to the extent that it distributes less than 100% of its net taxable income each year. In addition, Digital Realty Trust, Inc. will be subject to a 4% nondeductible excise tax on the amount, if any, by which distributions paid by Digital Realty Trust, Inc. in any calendar year are less than the sum of 85% of its ordinary income, 95% of its capital gain net income and 100% of its undistributed income from prior years. While historically Digital Realty Trust, Inc. has satisfied these distribution requirements by making cash distributions to its stockholders, a REIT is permitted to satisfy these requirements by making distributions of cash or other property. We may need to borrow funds for Digital Realty Trust, Inc. to meet the REIT distribution requirements even if the then prevailing market conditions are not favorable for these borrowings. These borrowing needs could result from differences in timing between the actual receipt of cash and inclusion of income for federal income tax purposes, or the effect of non-deductible capital expenditures, the creation of reserves or required debt or amortization payments.

**Dividends payable by REITs do not qualify for the reduced tax rates available for some dividends.**

The maximum tax rate applicable to "qualified dividend income" payable to U.S. stockholders that are individuals, trusts and estates is 20%. Dividends payable by REITs, however, generally are not eligible for these reduced rates. Under the federal tax legislation enacted in December 2017, commonly known as the Tax Cuts and Jobs Act (the "2017 Tax Legislation"), U.S. stockholders that are individuals, trusts and estates generally may deduct up to 20% of the ordinary dividends (i.e., dividends not designated as capital gain dividends or qualified dividend income) received from a REIT for taxable years beginning after December 31, 2017 and before January 1, 2026. Although this deduction reduces the effective tax rate applicable to certain dividends paid by REITs (generally to 29.6% assuming the shareholder is subject to the 37% maximum rate), such tax rate is still higher than the tax rate applicable to corporate dividends that constitute qualified dividend income. Accordingly, investors who are individuals, trusts and estates may perceive investments in REITs to be relatively less attractive than investments in the stocks of non-REIT corporations that pay dividends treated as qualified dividend income, which could materially and adversely affect the value of the shares of REITs, including the per share trading price of Digital Realty Trust, Inc.'s capital stock.

**The tax imposed on REITs engaging in "prohibited transactions" may limit our ability to engage in transactions which would be treated as sales for federal income tax purposes.**

A REIT's net income from prohibited transactions is subject to a 100% penalty tax. In general, prohibited transactions are sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business. Although we do not intend to hold any properties that would be characterized as held for sale to customers in the ordinary course of our business, unless a sale or disposition qualifies under certain statutory safe harbors, such characterization is a factual determination and no guarantee can be given that the IRS would agree with our characterization of our properties or that we will always be able to make use of the available safe harbors.

**Complying with REIT requirements may cause us to forgo otherwise attractive opportunities or liquidate otherwise attractive investments.**

To qualify as a REIT for federal income tax purposes, Digital Realty Trust, Inc. must continually satisfy tests concerning, among other things, its sources of income, the nature and diversification of its assets (including its proportionate share of Digital Realty Trust, L.P.'s assets), the amounts it distributes to its stockholders and the ownership of its capital stock. If Digital Realty Trust, Inc. fails to comply with one or more of the asset tests at the end of any calendar quarter, it must correct the failure within 30 days after the end of the calendar quarter or qualify for certain statutory relief provisions to avoid losing its REIT qualification and suffering adverse tax consequences. In order to meet these tests, we may be required to forgo investments we might otherwise make or to liquidate otherwise attractive

investments. Thus, compliance with the REIT requirements may hinder our performance and reduce amounts available for distribution to Digital Realty Trust, Inc.'s stockholders and Digital Realty Trust, L.P.'s unitholders.

**The power of Digital Realty Trust, Inc.'s Board of Directors to revoke Digital Realty Trust, Inc.'s REIT election without stockholder approval may cause adverse consequences to Digital Realty Trust, Inc.'s stockholders and Digital Realty Trust, L.P.'s unitholders.**

Digital Realty Trust, Inc.'s charter provides that its board of directors may revoke or otherwise terminate its REIT election, without the approval of its stockholders, if it determines that it is no longer in Digital Realty Trust, Inc.'s best interests to continue to qualify as a REIT. If Digital Realty Trust, Inc. ceases to qualify as a REIT, it would become subject to U.S. federal corporate income tax on its taxable income and it would no longer be required to distribute most of its taxable income to its stockholders and, accordingly, distributions Digital Realty Trust, L.P. makes to its unitholders could be similarly reduced.

**If Digital Realty Trust L.P. fails to qualify as a partnership for federal income tax purposes, Digital Realty Trust, Inc. would fail to qualify as a REIT and suffer other adverse consequences.**

We believe that Digital Realty Trust, L.P. has been organized and operated in a manner that will allow it to be treated as a partnership, and not an association or publicly traded partnership taxable as a corporation, for federal income tax purposes. As a partnership, Digital Realty Trust, L.P. is not subject to federal income tax on its income. Instead, each of its partners, including Digital Realty Trust, Inc., is allocated, and may be required to pay tax with respect to, that partner's share of Digital Realty Trust, L.P.'s income. No assurance can be provided, however, that the IRS will not challenge Digital Realty Trust, L.P.'s status as a partnership for federal income tax purposes or that a court would not sustain such a challenge. If the IRS were successful in treating Digital Realty Trust, L.P. as an association or publicly traded partnership taxable as a corporation for federal income tax purposes, Digital Realty Trust, Inc. would fail to meet the gross income tests and certain of the asset tests applicable to REITs and, accordingly, would cease to qualify as a REIT. Such REIT qualification failure could impair our ability to expand our business and raise capital, and would materially adversely affect the value of Digital Realty Trust, Inc.'s stock and Digital Realty Trust, L.P.'s units. Also, the failure of Digital Realty Trust, L.P. to qualify as a partnership would cause it to become subject to federal corporate income tax, which would reduce significantly the amount of its cash available for debt service and for distribution to its partners, including Digital Realty Trust, Inc.

**Our tax protection agreement may require the Operating Partnership to maintain certain debt levels that otherwise would not be required to operate our business.**

In connection with the DFT Merger, we entered into a tax protection agreement with a number of limited partners of DuPont Fabros Technology, L.P. (the "Protected Partners"), all of whom became limited partners of the Operating Partnership. Pursuant to this tax protection agreement, the Protected Partners entered into a guarantee of certain debt of a subsidiary of the Operating Partnership. The Operating Partnership is required to offer the Protected Partners a new guarantee opportunity in the event any guaranteed debt is repaid prior to March 1, 2023. If the Operating Partnership fails to offer the guarantee opportunity or to allocate guaranteed debt to a Protected Partner as required under the tax protection agreement, the Operating Partnership generally would be required to indemnify each Protected Partner for the tax liability resulting from such failure, as determined under the tax protection agreement. These obligations may require the Operating Partnership to maintain more or different indebtedness than we would otherwise require for our business.

**Changes in U.S. or foreign tax laws and regulations, including changes to tax rates, legislation and other actions may adversely affect our results of operations, our stockholders, Digital Realty Trust, L.P.'s unitholders and us.**

We are headquartered in the United States with subsidiaries and operations globally and are subject to income taxes in these jurisdictions. Significant judgment is required in determining our provision for income taxes. Although we believe that we have adequately assessed and accounted for our potential tax liabilities, and that our tax estimates are reasonable, there can be no assurance that additional taxes will not be due upon audit of our tax returns or as a result of

changes to applicable tax laws. The governments of many of the countries in which we operate may enact changes to the tax laws of such countries, including changes to the corporate recognition and taxation of worldwide income. The nature and timing of any changes to each jurisdiction's tax laws and the impact on our future tax liabilities cannot be predicted with any accuracy but could materially and adversely impact our results of operations and cash flows.

Additionally, each of our properties is subject to real property and personal property taxes. These taxes may increase as tax rates change and as the properties are assessed or reassessed by taxing authorities. Any increase in property taxes on our properties could have a material adverse effect on our revenues and results of operations.

Further, the rules dealing with federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Department of the Treasury. Changes to the tax laws, with or without retroactive application, could materially and adversely affect Digital Realty Trust, Inc.'s stockholders, Digital Realty Trust, L.P.'s unitholders and us. We cannot predict how changes in the tax laws might affect our investors and us. New legislation, Treasury Regulations, administrative interpretations or court decisions could significantly and negatively affect Digital Realty Trust, Inc.'s ability to qualify as a REIT, the federal income tax consequences of such qualification, or the federal income tax consequences of an investment in us. Moreover, the law relating to the tax treatment of other entities, or an investment in other entities, could change, making an investment in such other entities more attractive relative to an investment in a REIT.

The 2017 Tax Legislation significantly changed the U.S. federal income taxation of U.S. businesses and their owners, including REITs and their stockholders. The legislation remains unclear in many respects and could be subject to potential amendments and technical corrections, as well as interpretations and implementing regulations by the IRS and the U.S. Department of the Treasury, any of which could lessen or increase the impact of the legislation. In addition, it remains unclear how these U.S. federal income tax changes will affect state and local taxation, which often uses federal taxable income as a starting point for computing state and local tax liabilities.

**Tax liabilities and attributes inherited in connection with acquisitions may adversely impact our business.**

From time to time we may acquire other corporations or entities and, in connection with such acquisitions, we may succeed to the historic tax attributes and liabilities of such entities. For example, if we acquire a C corporation and subsequently dispose of its assets within five years of the acquisition, we could be required to pay tax on any built-in gain attributable to such assets determined as of the date on which we acquired the assets. In addition, in order to qualify as a REIT, at the end of any taxable year, we must not have any earnings and profits accumulated in a non-REIT year. As a result, if we acquire a C corporation, we must distribute the corporation's earnings and profits accumulated prior to the acquisition before the end of the taxable year in which we acquire the corporation. We also could be required to pay the acquired entity's unpaid taxes even though such liabilities arose prior to the time we acquired the entity.

**Forward-Looking Statements**

We make statements in this report that are forward-looking statements within the meaning of the federal securities laws. In particular, statements pertaining to our capital resources, portfolio performance, our ability to lease vacant space and space under development, leverage policy and acquisition and capital expenditure plans, as well as our discussion of "Factors Which May Influence Future Results of Operations," contain forward-looking statements. Likewise, all of our statements regarding anticipated market conditions, demographics and results of operations are forward-looking statements. You can identify forward-looking statements by the use of forward-looking terminology such as "believes," "expects," "may," "will," "should," "seeks," "approximately," "intends," "plans," "pro forma," "estimates" or "anticipates" or the negative of these words and phrases or similar words or phrases which are predictions of or indicate future events or trends and which do not relate solely to historical matters. You can also identify forward-looking statements by discussions of strategy, plans or intentions.

Forward-looking statements involve numerous risks and uncertainties and you should not rely on them as predictions of future events. Forward-looking statements depend on assumptions, data or methods which may be incorrect or imprecise and we may not be able to realize them. We do not guarantee that the transactions and events

described will happen as described or that they will happen at all. The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements:

- reduced demand for data centers or decreases in information technology spending;
- increased competition or available supply of data center space;
- decreased rental rates, increased operating costs or increased vacancy rates;
- the suitability of our data centers and data center infrastructure, delays or disruptions in connectivity or availability of power, or failures or breaches of our physical and information security infrastructure or services;
- our dependence upon significant customers, bankruptcy or insolvency of a major customer or a significant number of smaller customers, or defaults on or non-renewal of leases by customers;
- breaches of our obligations or restrictions under our contracts with our customers;
- our inability to successfully develop and lease new properties and development space, and delays or unexpected costs in development of properties;
- the impact of current global and local economic, credit and market conditions;
- our inability to retain data center space that we lease or sublease from third parties;
- information security and data privacy breaches;
- difficulties managing an international business and acquiring or operating properties in foreign jurisdictions and unfamiliar metropolitan areas;
- our failure to realize the intended benefits from, or disruptions to our plans and operations or unknown or contingent liabilities related to, our recent acquisitions;
- our failure to successfully integrate and operate acquired or developed properties or businesses;
- difficulties in identifying properties to acquire and completing acquisitions;
- risks related to joint venture investments, including as a result of our lack of control of such investments;
- risks associated with using debt to fund our business activities, including re-financing and interest rate risks, our failure to repay debt when due, adverse changes in our credit ratings or our breach of covenants or other terms contained in our loan facilities and agreements;
- our failure to obtain necessary debt and equity financing, and our dependence on external sources of capital;
- financial market fluctuations and changes in foreign currency exchange rates;
- adverse economic or real estate developments in our industry or the industry sectors that we sell to, including risks relating to decreasing real estate valuations and impairment charges and goodwill and other intangible asset impairment charges;
- our inability to manage our growth effectively;
- losses in excess of our insurance coverage;
- our inability to attract and retain talent;
- impact on our operations during a pandemic;
- environmental liabilities, risks related to natural disasters and our inability to achieve our sustainability goals;
- our inability to comply with rules and regulations applicable to our Company;
- Digital Realty Trust, Inc.'s failure to maintain its status as a REIT for federal income tax purposes;
- Digital Realty Trust, L.P.'s failure to qualify as a partnership for federal income tax purposes;
- restrictions on our ability to engage in certain business activities; and
- changes in local, state, federal and international laws and regulations, including related to taxation, real estate and zoning laws, and increases in real property tax rates.

The risks included here are not exhaustive, and additional factors could adversely affect our business and financial performance, including factors and risks included in other sections of this report, including under Part I, Item 1A, Risk Factors. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time and it is not possible for management to identify all such risk factors, nor can we assess the impact of all such risk factors on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. While forward-looking statements reflect our good faith beliefs, they are not guaranties of future performance. We disclaim any obligation to publicly update or revise

any forward-looking statement to reflect changes in underlying assumptions or factors, new information, data or methods, future events or other changes.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. PROPERTIES**

**General**

In addition to the information in this Item 2, certain information regarding our portfolio is contained in Schedule III (Financial Statement Schedule) under Part IV, Item 15(a) (2) and which is included in Part II, Item 8.

**Our Portfolio**

As of December 31, 2019, our portfolio consisted of 225 data centers, including 41 data centers held as investments in unconsolidated joint ventures, and contain a total of approximately 36.6 million rentable square feet, including 4.5 million square feet of space under active development and 1.8 million square feet of space held for development. The following table presents an overview of our portfolio of properties, including the 41 data centers held as investments in unconsolidated joint ventures and developable land, based on information as of December 31, 2019 (dollar amounts in thousands). All data centers are held in fee simple except as otherwise indicated. Please refer to Note 8 in the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K for a description of all applicable encumbrances as of December 31, 2019.

| Metropolitan Area | | Data Center Buildings | Net Rentable Square Feet [1] | Space Under Active Development [2] | Space Held for Development [3] | Annualized Rent [4] | Occupancy Percentage [5] |
|---|---|---|---|---|---|---|---|
| **North America** | | | | | | | |
| Northern Virginia | | 23 | 5,332,240 | 717,918 | 81,195 | $ 520,222 | 90.4 % |
| Chicago | | 10 | 3,040,208 | 386,604 | 148,650 | 288,526 | 86.6 % |
| New York | | 12 | 2,048,955 | 34,010 | 137,018 | 205,297 | 82.1 % |
| Silicon Valley | | 20 | 2,251,021 | 65,594 | — | 199,952 | 95.3 % |
| Dallas | | 20 | 3,354,328 | 182,589 | 49,646 | 190,385 | 82.0 % |
| Phoenix | | 3 | 795,687 | — | 227,274 | 79,344 | 73.5 % |
| San Francisco | | 4 | 787,083 | 61,210 | — | 62,224 | 72.1 % |
| Atlanta | | 4 | 525,414 | — | 313,581 | 48,921 | 93.0 % |
| Los Angeles | | 4 | 818,479 | — | — | 42,932 | 86.1 % |
| Toronto | [6] | 2 | 232,980 | 583,029 | — | 22,960 | 92.8 % |
| Boston | | 4 | 467,519 | — | 50,649 | 22,347 | 55.2 % |
| Houston | | 6 | 392,816 | — | 13,969 | 19,691 | 81.8 % |
| Austin | | 1 | 85,688 | — | — | 8,869 | 65.0 % |
| Miami | | 2 | 226,314 | — | — | 7,805 | 89.3 % |
| Portland | | 2 | 48,574 | 552,862 | — | 6,606 | 91.4 % |
| Minneapolis | | 1 | 328,765 | — | — | 5,798 | 100.0 % |
| Charlotte | | 3 | 95,499 | — | — | 4,696 | 88.0 % |
| **North America Total** | | **121** | **20,831,571** | **2,583,816** | **1,021,982** | **1,736,575** | **85.9 %** |
| **Europe** | | | | | | | |
| London, United Kingdom | [7] | 16 | 1,456,352 | 136,921 | 99,175 | 210,569 | 87.5 % |
| Amsterdam, Netherlands | [8] | 10 | 599,591 | 48,490 | 95,262 | 42,160 | 65.9 % |
| Dublin, Ireland | [8] | 5 | 265,430 | 26,646 | 64,750 | 22,021 | 75.1 % |
| Frankfurt, Germany | [8] | 4 | 222,261 | 185,814 | — | 24,231 | 82.6 % |
| Paris, France | [8] | 4 | 185,994 | 96,402 | — | 7,086 | 100.0 % |
| Geneva, Switzerland | [8] | 1 | 59,190 | — | — | 1,783 | 100.0 % |
| Manchester, England | [7] | 1 | 38,016 | — | — | 1,815 | 100.0 % |
| **Europe Total** | | **41** | **2,826,835** | **494,273** | **259,187** | **309,665** | **82.6 %** |
| **Asia Pacific** | | | | | | | |
| Singapore | [9] | 3 | 540,638 | 344,826 | — | 79,196 | 85.0 % |
| Sydney, Australia | [10] | 3 | 225,728 | 88,629 | — | 19,848 | 67.4 % |
| Melbourne, Australia | [10] | 2 | 146,570 | — | — | 18,489 | 85.8 % |
| Osaka, Japan | [11] | 1 | — | 193,535 | — | — | NA |
| Tokyo, Japan | [11] | 1 | — | 406,664 | — | — | NA |
| **Asia Pacific Total** | | **10** | **912,936** | **1,033,654** | **—** | **117,533** | **80.8 %** |
| **Held for Sale** | | **12** | **1,377,405** | **—** | **—** | **35,979** | **100.0 %** |
| **Non-Data Center Properties** | | — | **278,068** | **—** | **—** | **1,240** | **100.0 %** |
| **Managed Unconsolidated Joint Ventures** | | | | | | | |
| Northern Virginia | | 7 | 1,250,419 | — | — | 91,232 | 100.0 % |
| Hong Kong | [12] | 1 | 182,488 | — | 3,812 | 17,422 | 76.3 % |
| Silicon Valley | | 4 | 326,305 | — | — | 13,318 | 100.0 % |
| Dallas | | 3 | 319,876 | — | — | 5,419 | 82.4 % |
| New York | | 1 | 108,336 | — | — | 3,460 | 100.0 % |
| | | **16** | **2,187,424** | **—** | **3,812** | **130,851** | **95.5 %** |
| **Non-Managed Unconsolidated Joint Ventures** | | | | | | | |
| São Paulo, Brazil | [13] | 15 | 739,373 | 219,118 | 394,988 | 111,231 | 97.2 % |
| Seattle | | 2 | 451,369 | — | — | 61,267 | 97.3 % |
| Tokyo, Japan | [11] | 2 | 430,277 | — | — | 36,321 | 93.8 % |
| Osaka, Japan | [11] | 2 | 207,464 | 93,748 | 30,874 | 28,199 | 68.6 % |
| Fortaleza, Brazil | [13] | 1 | 94,205 | — | — | 10,062 | 100.0 % |
| Rio De Janeiro, Brazil | [13] | 2 | 72,442 | — | 26,781 | 9,621 | 100.0 % |
| Santiago, Chile | | 1 | — | 46,474 | 20,865 | — | NA |
| | | **25** | **1,995,130** | **359,340** | **473,508** | **256,702** | **93.7 %** |
| **Total** | | **225** | **30,409,369** | **4,471,083** | **1,758,490** | **2,588,545** | **86.8 %** |

(1) Net rentable square feet at a building represents the current square feet at that building under lease as specified in the lease agreements plus management's estimate of space available for lease. We estimate the total net rentable square feet available for lease based on a number of factors in addition to contractually leased square feet, including available power, required support space and common area. Net rentable square feet includes tenants' proportional share of common areas but excludes space held for development.

(2) Space under active development includes current base building and data center projects in progress.
(3) Space held for development includes space held for future data center development, and excludes space under active development.
(4) Annualized rent represents the monthly contractual rent (defined as cash base rent before abatements) under existing leases as of December 31, 2019 multiplied by 12.
(5) Excludes space held for development and space under active development. We estimate the total square feet available for lease based on a number of factors in addition to contractually leased square feet, including available power, required support space and common area.
(6) Rental amounts were calculated based on the exchange rate in effect on December 31, 2019 of $0.77 to 1.00 CAD.
(7) Rental amounts were calculated based on the exchange rate in effect on December 31, 2019 of $1.33 to £1.00.
(8) Rental amounts were calculated based on the exchange rate in effect on December 31, 2019 of $1.12 to €1.00.
(9) Rental amounts were calculated based on the exchange rate in effect on December 31, 2019 of $0.74 to 1.00 SGD.
(10) Rental amounts were calculated based on the exchange rate in effect on December 31, 2019 of $0.70 to 1.00 AUD.
(11) Rental amounts were calculated based on the exchange rate in effect on December 31, 2019 of $0.01 to 1.00 JPY.
(12) Rental amounts were calculated based on the exchange rate in effect on December 31, 2019 of $0.13 to 1.00 HKD.
(13) Rental amounts were calculated based on the exchange rate in effect on December 31, 2019 of $0.25 to 1.00 BRL.

We have ground leases on Paul van Vlissingenstraat 16 (expires in 2054), Chemin de l'Epinglier 2 (expires in 2074), Clonshaugh Industrial Estate I and II (expires in 2981), Manchester Technopark (expires in 2125), 29A International Business Park (expires in 2038), Gyroscoopweg 2E-2F, which has a continuous ground lease and will be adjusted on January 1, 2042, and Naritaweg 52, which has a continuous ground lease. We have operating leases at 111 8th Avenue (2nd and 6th floors), 111 8th Avenue (3rd and 7th floors) and 410 Commerce Boulevard, which expire in June 2024, February 2022 and December 2026, respectively. The lease at 111 8th Avenue (2ndand 6th floors) has an option to extend the lease until June 2034 and the lease at 111 8th Avenue (3rd and 7th floors) has an option to extend the lease until February 2032. The lease at 410 Commerce Boulevard has no extension options. As part of the Telx Acquisition and European Portfolio Acquisition, leases relating to operating facilities, offices, and equipment under various lease agreements expired or will expire during the years ending December 2019 through June 2047.

We have a fully prepaid ground lease on Cateringweg 5 that expires in 2059. The ground lease at Naritaweg 52 has been prepaid through December 2036.

**Customer Diversification**

As of December 31, 2019, our portfolio was leased to over 2,000 companies, many of which are internationally recognized firms. The following table sets forth information regarding the 20 largest customers in our portfolio based on annualized rent as of December 31, 2019 (dollar amounts in thousands).

| | Customer | Number of Locations | Total Occupied Square Feet (1)(3) | Percentage of Net Rentable Square Feet (3) | Annualized Rent (2)(3) | Percentage of Annualized Rent | Weighted Average Remaining Lease Term in Months |
|---|---|---|---|---|---|---|---|
| 1 | Fortune 50 Software Company | 19 | 2,088,316 | 9.6 % | $ 174,871 | 8.0 % | 8.9 |
| 2 | IBM | 27 | 1,021,071 | 4.7 % | 146,219 | 6.7 % | 3.8 |
| 3 | Facebook, Inc. | 17 | 1,044,542 | 4.8 % | 134,692 | 6.1 % | 5.0 |
| 4 | Oracle America, Inc. | 19 | 576,700 | 2.7 % | 76,890 | 3.5 % | 1.9 |
| 5 | Fortune 25 Investment Grade-Rated Company | 13 | 578,852 | 2.7 % | 72,802 | 3.3 % | 3.7 |
| 6 | LinkedIn Corporation | 7 | 510,785 | 2.4 % | 63,487 | 2.9 % | 4.9 |
| 7 | Cyxtera Technologies, Inc. (4) | 16 | 1,399,127 | 6.4 % | 62,533 | 2.8 % | 12.1 |
| 8 | Equinix | 21 | 959,049 | 4.4 % | 59,689 | 2.7 % | 9.3 |
| 9 | Rackspace | 14 | 614,247 | 2.8 % | 56,118 | 2.6 % | 8.1 |
| 10 | Fortune 500 SaaS Provider | 8 | 428,245 | 2.0 % | 39,237 | 1.8 % | 6.2 |
| 11 | Comcast Corporation | 25 | 182,647 | 0.8 % | 35,767 | 1.6 % | 6.0 |
| 12 | JPMorgan Chase & Co. | 16 | 268,443 | 1.2 % | 35,587 | 1.6 % | 2.3 |
| 13 | DXC Technology Company (5) | 11 | 229,644 | 1.1 % | 31,466 | 1.4 % | 3.5 |
| 14 | CenturyLink, Inc. | 84 | 426,810 | 2.0 % | 27,583 | 1.3 % | 6.0 |
| 15 | China Telecommunications Corporation | 9 | 153,156 | 0.7 % | 27,094 | 1.2 % | 4.4 |
| 16 | Verizon | 63 | 238,749 | 1.1 % | 26,267 | 1.2 % | 3.8 |
| 17 | Morgan Stanley | 12 | 173,502 | 0.8 % | 25,354 | 1.2 % | 3.5 |
| 18 | Global Cloud Provider | 14 | 330,084 | 1.5 % | 24,764 | 1.1 % | 1.6 |
| 19 | Uber Technologies, Inc. | 6 | 127,480 | 0.6 % | 24,753 | 1.1 % | 3.4 |
| 20 | SunGard Availability Services LP | 9 | 191,200 | 0.9 % | 23,845 | 1.1 % | 6.0 |
| | **Total / Weighted Average** | | 11,542,649 | 53.2 % | $ 1,169,018 | 53.2 % | 6.6 |

**Note:** Our direct customers may be the entities named in the table above or their subsidiaries or affiliates.

(1) Occupied square footage is defined as leases that commenced on or before December 31, 2019. For some of our properties, we calculate occupancy based on factors in addition to contractually leased square feet, including available power, required support space and common area.
(2) Annualized rent represents the monthly contractual base rent (defined as cash base rent before abatements) under existing leases as of December 31, 2019 multiplied by 12.
(3) Represents consolidated portfolio plus our managed portfolio of unconsolidated joint ventures based on our ownership percentage.
(4) Represents leases with former CenturyLink, Inc. affiliates, which are our direct customers. Cyxtera Technologies, Inc. acquired the data center and colocation business, including such direct customers, of CenturyLink, Inc. in 2Q 2017.
(5) Represents leases with former Hewlett Packard Enterprises affiliates, which are our direct customers. DXC Technology Company was formed in 2Q 2017 from the merger of Computer Sciences Corporation (CSC) and the Enterprise Services business of Hewlett Packard Enterprise.

**Lease Distribution**

The following table sets forth information relating to the distribution of leases in the properties in our portfolio, based on net rentable square feet (excluding approximately 4.5 million square feet of space under active development

and approximately 1.8 million square feet of space held for development at December 31, 2019) under lease as of December 31, 2019 (dollar amounts in thousands).

| Square Feet Under Lease | Total Net Rentable Square Feet(1)(3) | Percentage of Net Rentable Square Feet(1) | Annualized Rent(2)(3) | Percentage of Annualized Rent |
|---|---|---|---|---|
| Available | 3,642,944 | 14.4 % | — | — |
| 2,500 or less | 1,660,325 | 6.6 % | $ 340,387 | 15.5 % |
| 2,501 - 10,000 | 2,632,273 | 10.4 % | 320,229 | 14.6 % |
| 10,001 - 20,000 | 5,888,474 | 23.2 % | 723,644 | 33.0 % |
| 20,001 - 40,000 | 4,500,657 | 17.8 % | 490,805 | 22.4 % |
| 40,001 - 100,000 | 3,695,855 | 14.6 % | 214,640 | 9.7 % |
| Greater than 100,000 | 3,321,112 | 13.0 % | 106,704 | 4.8 % |
| **Portfolio Total** | 25,341,640 | 100.0 % | $ 2,196,409 | 100.0 % |

(1) For some of our properties, we calculate square footage based on factors in addition to contractually leased square feet, including available power, required support space and common area. We estimate the total net rentable square feet available for lease based on a number of factors in addition to contractually leased square feet, including available power, required support space and common area.

(2) Annualized rent represents the monthly contractual base rent (defined as cash base rent before abatements) under existing leases as of December 31, 2019 multiplied by 12.

(3) Represents consolidated portfolio plus our managed portfolio of unconsolidated joint ventures based on our ownership percentage.

**Lease Expirations**

The following table sets forth a summary schedule of the lease expirations for leases in place as of December 31, 2019 plus available space for ten calendar years at the properties in our portfolio, excluding approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for development at December 31, 2019. Unless otherwise stated in the footnotes to the table below, the information set forth in the table assumes that tenants exercise no renewal options and all early termination rights (dollar amounts in thousands).

| Year | Square Footage of Expiring Leases (1)(4) | Percentage of Net Rentable Square Feet (4) | Annualized Rent (2)(4) | Percentage of Annualized Rent (4) | Annualized Rent Per Occupied Square Foot (4) | Annualized Rent Per Occupied Square Foot at Expiration (4) | Annualized Rent at Expiration |
|---|---|---|---|---|---|---|---|
| Available | 3,642,944 | 14.4 % | | | | | |
| Month to Month (3) | 150,863 | 0.6 % | $ 36,486 | 1.7 % | $ 242 | $ 242 | $ 36,486 |
| 2020 | 2,129,646 | 8.4 % | 343,564 | 15.6 % | 161 | 161 | 343,700 |
| 2021 | 2,905,739 | 11.5 % | 348,046 | 15.9 % | 120 | 123 | 356,320 |
| 2022 | 2,773,188 | 10.9 % | 312,835 | 14.2 % | 113 | 119 | 329,300 |
| 2023 | 1,970,062 | 7.8 % | 215,012 | 9.8 % | 109 | 115 | 227,504 |
| 2024 | 2,363,221 | 9.3 % | 244,689 | 11.1 % | 104 | 113 | 268,173 |
| 2025 | 2,079,914 | 8.2 % | 197,594 | 9.0 % | 95 | 105 | 219,344 |
| 2026 | 1,231,658 | 4.9 % | 129,903 | 5.9 % | 105 | 125 | 153,616 |
| 2027 | 554,668 | 2.2 % | 51,226 | 2.3 % | 92 | 111 | 61,534 |
| 2028 | 516,881 | 2.0 % | 40,826 | 1.9 % | 79 | 94 | 48,519 |
| 2029 | 1,003,075 | 4.0 % | 66,924 | 3.1 % | 67 | 83 | 83,355 |
| Thereafter | 4,019,781 | 15.8 % | 209,304 | 9.5 % | 52 | 70 | 280,599 |
| **Portfolio Total / Weighted Average** | 25,341,640 | 100.0 % | $ 2,196,409 | 100.0 % | $ 101 | $ 111 | $ 2,408,450 |

(1) For some of our properties, we calculate square footage based on factors in addition to contractually leased square feet, including available power, required support space and common area. We estimate the total net rentable square feet available for lease based on a number of factors in addition to contractually leased square feet, including available power, required support space and common area.
(2) Annualized rent represents the monthly contractual base rent (defined as cash base rent before abatements) under existing leases as of December 31, 2019 multiplied by 12.
(3) Includes leases, licenses and similar agreements that upon expiration have been automatically renewed on a month-to-month basis.
(4) Represents consolidated portfolio plus our managed portfolio of unconsolidated joint ventures based on our ownership percentage.

## ITEM 3. LEGAL PROCEEDINGS

In the ordinary course of our business, we may become subject to tort claims, breach of contract and other claims and administrative proceedings. As of December 31, 2019, we were not a party to any legal proceedings which we believe would have a material adverse effect on our operations or financial position.

## ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

**Digital Realty Trust, Inc.**

Digital Realty Trust, Inc.'s common stock has been listed, and is traded, on the New York Stock Exchange, or the NYSE, under the symbol "DLR" since October 29, 2004.

Subject to the distribution requirements applicable to REITs under the Code, Digital Realty Trust, Inc. intends, to the extent practicable, to invest substantially all of the proceeds from sales and refinancings of its assets in real estate-related assets and other assets. Digital Realty Trust, Inc. may, however, under certain circumstances, make a dividend of capital or of assets. Such dividends, if any, will be made at the discretion of Digital Realty Trust, Inc.'s Board of Directors.

As of February 21, 2020, there were approximately 43 holders of record of Digital Realty Trust, Inc.'s common stock. This figure does not reflect the beneficial ownership of shares held in nominee name.

**Digital Realty Trust, L.P.**

There is no established trading market for Digital Realty Trust, L.P.'s common units of limited partnership. As of February 21, 2020, there were 93 holders of record of common units, including Digital Realty Trust, L.P.'s general partner, Digital Realty Trust, Inc.

Digital Realty Trust, L.P. currently intends to continue to make regular quarterly distributions to holders of its common units. Any future distributions will be declared at the discretion of the Board of Directors of Digital Realty Trust, L.P.'s general partner, Digital Realty Trust, Inc., and will depend on our actual cash flow, financial condition, capital requirements, the annual distribution requirements under the REIT provisions of the Code, and such other factors as the Board of Directors may deem relevant.

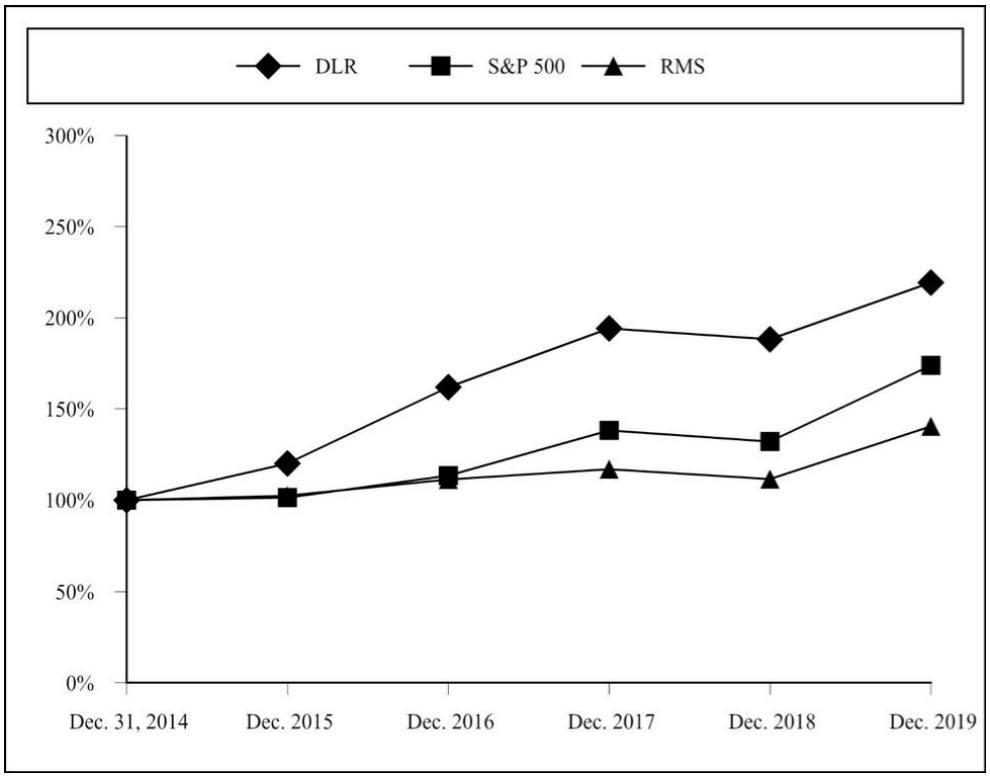
**STOCK PERFORMANCE GRAPH**

The following graph compares the yearly change in the cumulative total stockholder return on Digital Realty Trust, Inc.'s common stock during the period from December 31, 2014 through December 31, 2019, with the cumulative total returns on the MSCI US REIT Index (RMS) and the S&P 500 Market Index. The comparison assumes that $100 was invested on December 31, 2014 in Digital Realty Trust, Inc.'s common stock and in each of these indices and assumes reinvestment of dividends, if any.

**COMPARISON OF CUMULATIVE TOTAL RETURNS**
**AMONG DIGITAL REALTY TRUST, INC., S&P 500 INDEX AND RMS INDEX**

**Assumes $100 invested on December 31, 2014 and dividends reinvested**

**To fiscal year ending December 31, 2019**



| Pricing Date | DLR($) | S&P 500($) | RMS($) |
|---|---|---|---|
| December 31, 2014 | 100.0 | 100.0 | 100.0 |
| December 31, 2015 | 120.1 | 101.4 | 102.5 |
| December 31, 2016 | 162.0 | 113.5 | 111.3 |
| December 31, 2017 | 194.1 | 138.3 | 117.0 |
| December 31, 2018 | 188.2 | 132.2 | 111.6 |
| December 31, 2019 | 219.3 | 173.9 | 140.5 |

- This graph and the accompanying text are not "soliciting material," are not deemed filed with the SEC and are not to be incorporated by reference in any filing by us under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

- The stock price performance shown on the graph is not necessarily indicative of future price performance.

- The hypothetical investment in Digital Realty Trust, Inc.'s common stock presented in the stock performance graph above is based on the closing price of the common stock on December 31, 2014.

## SALES OF UNREGISTERED EQUITY SECURITIES

***Digital Realty Trust, Inc.***

None.

***Digital Realty Trust, L.P.***

During the year ended December 31, 2019, our Operating Partnership issued partnership units in private placements in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act, in the amounts and for the consideration set forth below:

During the year ended December 31, 2019, Digital Realty Trust, Inc. issued an aggregate of 298,243 shares of its common stock in connection with restricted stock awards for no cash consideration. For each share of common stock issued by Digital Realty Trust, Inc. in connection with such awards, our Operating Partnership issued a restricted common unit to Digital Realty Trust, Inc. During the year ended December 31, 2019, our Operating Partnership issued an aggregate of 298,243 common units to Digital Realty Trust, Inc., as required by our Operating Partnership's partnership agreement. During the year ended December 31, 2019, an aggregate of 41,375 shares of its common stock were forfeited to Digital Realty Trust, Inc. in connection with restricted stock awards for a net issuance of 256,868 shares of common stock.

All other issuances of unregistered equity securities of our Operating Partnership during the year ended December 31, 2019 have previously been disclosed in filings with the SEC. For all issuances of units to Digital Realty Trust, Inc., our Operating Partnership relied on Digital Realty Trust, Inc.'s status as a publicly traded NYSE-listed company with over $23.1 billion in total consolidated assets and as our Operating Partnership's majority owner and general partner as the basis for the exemption under Section 4(a)(2) of the Securities Act.

## REPURCHASES OF EQUITY SECURITIES

***Digital Realty Trust, Inc.***

None.

***Digital Realty Trust, L.P.***

None.

## ITEM 6. SELECTED FINANCIAL DATA

The following data should be read in conjunction with our financial statements and notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this Form 10-K. Certain prior year amounts have been reclassified to conform to the current year presentation.

### SELECTED COMPANY FINANCIAL AND OTHER DATA (Digital Realty Trust, Inc.)

The following table sets forth selected consolidated financial and operating data on an historical basis for Digital Realty Trust, Inc. (amounts in thousands, except share and per share data).

| | Year Ended December 31, | | | | |
|---|---|---|---|---|---|
| | 2019 | 2018 | 2017 | 2016 | 2015 |
| **Statement of Operations Data:** | | | | | |
| **Operating Revenues:** | | | | | |
| Rental and other services | $ 3,196,356 | $ 2,412,076 | $ 2,010,301 | $ 1,746,828 | $ 1,395,745 |
| Tenant reimbursements | — | 624,637 | 440,224 | 355,903 | 359,875 |
| Fee income and other | 12,885 | 9,765 | 7,403 | 39,482 | 7,716 |
| Total operating revenues | 3,209,241 | 3,046,478 | 2,457,928 | 2,142,213 | 1,763,336 |
| **Operating Expenses:** | | | | | |
| Rental property operating and maintenance | 1,020,578 | 957,065 | 759,616 | 660,177 | 549,885 |
| Property taxes and insurance | 172,183 | 140,918 | 134,995 | 111,989 | 101,397 |
| Change in fair value of contingent consideration | — | — | — | — | (44,276) |
| Depreciation and amortization | 1,163,774 | 1,186,896 | 842,464 | 699,324 | 570,527 |
| General and administrative | 211,097 | 163,667 | 161,441 | 152,733 | 105,549 |
| Transaction and integration expenses | 27,925 | 45,327 | 76,048 | 20,491 | 17,400 |
| Impairment on investments in real estate | 5,351 | — | 28,992 | — | — |
| Other | 14,118 | 2,818 | 3,077 | 213 | 60,943 |
| Total operating expenses | 2,615,026 | 2,496,691 | 2,006,633 | 1,644,927 | 1,361,425 |
| Operating income | 594,215 | 549,787 | 451,295 | 497,286 | 401,911 |
| **Other Income (Expenses):** | | | | | |
| Equity in earnings of unconsolidated joint ventures | 8,067 | 32,979 | 25,516 | 17,104 | 15,491 |
| Gain on deconsolidation, net | 67,497 | — | — | — | — |
| Gain on disposition of properties, net | 267,651 | 80,049 | 40,354 | 169,902 | 94,604 |
| Interest and other income (expense) | 66,000 | 3,481 | 3,655 | (4,564) | (2,381) |
| Interest expense | (353,057) | (321,529) | (258,642) | (236,480) | (201,435) |
| Tax expense | (11,995) | (2,084) | (7,901) | (10,385) | (6,451) |
| (Loss) gain from early extinguishment of debt | (39,157) | (1,568) | 1,990 | (1,011) | (148) |
| Net income | 599,221 | 341,115 | 256,267 | 431,852 | 301,591 |
| Net income attributable to noncontrolling interests | (19,460) | (9,869) | (8,008) | (5,665) | (4,902) |
| Net income attributable to Digital Realty Trust, Inc. | 579,761 | 331,246 | 248,259 | 426,187 | 296,689 |
| Preferred stock dividends | (74,990) | (81,316) | (68,802) | (83,771) | (79,423) |
| Issuance costs associated with redeemed preferred stock | (11,760) | — | (6,309) | (10,328) | — |
| Net income available to common stockholders | $ 493,011 | $ 249,930 | $ 173,148 | $ 332,088 | $ 217,266 |
| **Per Share Data:** | | | | | |
| Basic income per share available to common stockholders | $ 2.37 | $ 1.21 | $ 0.99 | $ 2.21 | $ 1.57 |
| Diluted income per share available to common stockholders | $ 2.35 | $ 1.21 | $ 0.99 | $ 2.20 | $ 1.56 |
| Cash dividend per common share | $ 4.32 | $ 4.04 | $ 3.72 | $ 3.52 | $ 3.40 |
| Weighted average common shares outstanding: | | | | | |
| Basic | 208,325,823 | 206,035,408 | 174,059,386 | 149,953,662 | 138,247,606 |
| Diluted | 209,462,247 | 206,673,471 | 174,895,098 | 150,679,688 | 138,865,421 |

| | December 31, | | | | |
|---|---|---|---|---|---|
| | 2019 | 2018 | 2017 | 2016 | 2015 |
| **Balance Sheet Data:** | | | | | |
| Net investments in real estate | $ 15,517,684 | $ 15,079,726 | $ 13,841,186 | $ 8,996,362 | $ 8,770,212 |
| Total assets | 23,068,131 | 23,766,695 | 21,404,345 | 12,192,585 | 11,416,063 |
| Global revolving credit facilities | 234,105 | 1,647,735 | 550,946 | 199,209 | 960,271 |
| Unsecured term loans | 810,219 | 1,178,904 | 1,420,333 | 1,482,361 | 923,267 |
| Unsecured senior notes, net of discount | 8,973,190 | 7,589,126 | 6,570,757 | 4,153,797 | 3,712,569 |
| Mortgages and other secured loans, net of premiums | 104,934 | 685,714 | 106,582 | 3,240 | 302,930 |
| Total liabilities | 12,418,566 | 12,892,653 | 10,300,993 | 7,060,288 | 6,879,561 |
| Redeemable noncontrolling interests | 41,465 | 15,832 | 53,902 | — | — |
| Total stockholders' equity | 9,879,312 | 9,858,644 | 10,349,081 | 5,096,015 | 4,500,132 |
| Noncontrolling interests in operating partnership | 708,163 | 906,510 | 698,126 | 29,684 | 29,612 |
| Noncontrolling interests in consolidated joint ventures | 20,625 | 93,056 | 2,243 | 6,598 | 6,758 |
| Total liabilities and equity | $ 23,068,131 | $ 23,766,695 | $ 21,404,345 | $ 12,192,585 | $ 11,416,063 |

| | Year Ended December 31, | | | | |
|---|---|---|---|---|---|
| | 2019 | 2018 | 2017 | 2016 | 2015 |
| **Cash flows from (used in):** | | | | | |
| Operating activities | $ 1,513,817 | $ 1,385,324 | $ 1,023,305 | $ 911,242 | $ 796,840 |
| Investing activities | (274,992) | (3,035,993) | (1,357,153) | (1,303,597) | (2,527,501) |
| Financing activities | (1,272,021) | 1,757,269 | 321,200 | 350,617 | 1,750,531 |

## SELECTED COMPANY FINANCIAL AND OTHER DATA (Digital Realty Trust, L.P.)

The following table sets forth selected consolidated financial and operating data on an historical basis for our Operating Partnership (amounts in thousands, except share and per share data)

| | Year Ended December 31, | | | | |
|---|---|---|---|---|---|
| | 2019 | 2018 | 2017 | 2016 | 2015 |
| **Statement of Operations Data:** | | | | | |
| **Operating Revenues:** | | | | | |
| Rental and other services | $ 3,196,356 | $ 2,412,076 | $ 2,010,301 | $ 1,746,828 | $ 1,395,745 |
| Tenant reimbursements | — | 624,637 | 440,224 | 355,903 | 359,875 |
| Fee income and other | 12,885 | 9,765 | 7,403 | 39,482 | 7,716 |
| Total operating revenues | 3,209,241 | 3,046,478 | 2,457,928 | 2,142,213 | 1,763,336 |
| **Operating Expenses:** | | | | | |
| Rental property operating and maintenance | 1,020,578 | 957,065 | 759,616 | 660,177 | 549,885 |
| Property taxes and insurance | 172,183 | 140,918 | 134,995 | 111,989 | 101,397 |
| Change in fair value of contingent consideration | — | — | — | — | (44,276) |
| Depreciation and amortization | 1,163,774 | 1,186,896 | 842,464 | 699,324 | 570,527 |
| General and administrative | 211,097 | 163,667 | 161,441 | 152,733 | 105,549 |
| Transaction and integration expenses | 27,925 | 45,327 | 76,048 | 20,491 | 17,400 |
| Impairment on investments in real estate | 5,351 | — | 28,992 | — | — |
| Other | 14,118 | 2,818 | 3,077 | 213 | 60,943 |
| Total operating expenses | 2,615,026 | 2,496,691 | 2,006,633 | 1,644,927 | 1,361,425 |
| Operating income | 594,215 | 549,787 | 451,295 | 497,286 | 401,911 |
| **Other Income (Expenses):** | | | | | |
| Equity in earnings of unconsolidated joint ventures | 8,067 | 32,979 | 25,516 | 17,104 | 15,491 |
| Gain on deconsolidation, net | 67,497 | — | — | — | — |
| Gain on disposition of properties, net | 267,651 | 80,049 | 40,354 | 169,902 | 94,604 |
| Interest and other income (expense) | 66,000 | 3,481 | 3,655 | (4,564) | (2,381) |
| Interest expense | (353,057) | (321,529) | (258,642) | (236,480) | (202,800) |
| Tax expense | (11,995) | (2,084) | (7,901) | (10,385) | (6,451) |
| (Loss) gain from early extinguishment of debt | (39,157) | (1,568) | 1,990 | (1,011) | (148) |
| Net income | 599,221 | 341,115 | 256,267 | 431,852 | 300,226 |
| Net loss (income) attributable to noncontrolling interests | 1,640 | 311 | (4,238) | (367) | (460) |
| Net income attributable to Digital Realty Trust, L.P. | 600,861 | 341,426 | 252,029 | 431,485 | 299,766 |
| Preferred units distributions | (74,990) | (81,316) | (68,802) | (83,771) | (79,423) |
| Issuance costs associated with redeemed preferred units | (11,760) | — | (6,309) | (10,328) | — |
| Net income available to common unitholders | $ 514,111 | $ 260,110 | $ 176,918 | $ 337,386 | $ 220,343 |
| **Per Unit Data:** | | | | | |
| Basic income per unit available to common unitholders | $ 2.37 | $ 1.21 | $ 0.99 | $ 2.21 | $ 1.56 |
| Diluted income per unit available to common unitholders | $ 2.35 | $ 1.21 | $ 0.99 | $ 2.20 | $ 1.56 |
| Cash distributions per common unit | $ 4.32 | $ 4.04 | $ 3.72 | $ 3.52 | $ 3.40 |
| Weighted average common units outstanding: | | | | | |
| Basic | 217,284,755 | 214,312,871 | 178,055,936 | 152,359,680 | 140,905,897 |
| Diluted | 218,421,179 | 214,950,934 | 178,891,648 | 153,085,706 | 141,523,712 |

| | December 31, | | | | |
|---|---|---|---|---|---|
| | 2019 | 2018 | 2017 | 2016 | 2015 |
| **Balance Sheet Data:** | | | | | |
| Net investments in real estate | $ 15,517,684 | $ 15,079,726 | $ 13,841,186 | $ 8,996,362 | $ 8,770,212 |
| Total assets | 23,068,131 | 23,766,695 | 21,404,345 | 12,192,585 | 11,416,063 |
| Global revolving credit facilities | 234,105 | 1,647,735 | 550,946 | 199,209 | 960,271 |
| Unsecured term loans | 810,219 | 1,178,904 | 1,420,333 | 1,482,361 | 923,267 |
| Unsecured senior notes, net of discount | 8,973,190 | 7,589,126 | 6,570,757 | 4,153,797 | 3,712,569 |
| Secured debt, including premiums | 104,934 | 685,714 | 106,582 | 3,240 | 302,930 |
| Total liabilities | 12,418,566 | 12,892,653 | 10,300,993 | 7,060,288 | 6,880,926 |
| Redeemable noncontrolling interests | 41,465 | 15,832 | 53,902 | — | — |
| General partner's capital | 9,967,234 | 9,974,291 | 10,457,513 | 5,231,620 | 4,595,357 |
| Limited partners' capital | 711,650 | 911,256 | 702,579 | 34,698 | 33,986 |
| Accumulated other comprehensive loss | (91,409) | (120,393) | (112,885) | (140,619) | (100,964) |
| Noncontrolling interests in consolidated joint ventures | 20,625 | 93,056 | 2,243 | 6,598 | 6,758 |
| Total liabilities and capital | $ 23,068,131 | $ 23,766,695 | $ 21,404,345 | $ 12,192,585 | $ 11,416,063 |

| | Year Ended December 31, | | | | |
|---|---|---|---|---|---|
| | 2019 | 2018 | 2017 | 2016 | 2015 |
| **Cash flows from (used in):** | | | | | |
| Operating activities | $ 1,513,817 | $ 1,385,324 | $ 1,023,305 | $ 911,242 | $ 796,840 |
| Investing activities | (274,992) | (3,035,993) | (1,357,153) | (1,303,597) | (2,527,501) |
| Financing activities | (1,272,021) | 1,757,269 | 321,200 | 350,617 | 1,750,531 |

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion should be read in conjunction with the consolidated financial statements and notes thereto appearing elsewhere in this report. We make statements in this section that are forward-looking statements within the meaning of the federal securities laws. For a complete discussion of forward-looking statements, see the section in this report entitled "Forward-Looking Statements." Certain risk factors may cause our actual results, performance or achievements to differ materially from those expressed or implied by the following discussion. For a discussion of such risk factors, see the sections in this report entitled "Risk Factors" and "Forward-Looking Statements."*

Occupancy percentages included in the following discussion, for some of our properties, are calculated based on factors in addition to contractually leased square feet, including available power, required support space and common area.

### Overview

*Our Company*. Digital Realty Trust, Inc. completed its initial public offering of common stock, or our IPO, on November 3, 2004. We believe that we have operated in a manner that has enabled us to qualify, and have elected to be treated, as a REIT under Sections 856 through 860 of the Code. Our Company was formed on March 9, 2004. During the period from our formation until we commenced operations in connection with the completion of our IPO, we did not have any corporate activity other than the issuance of shares of Digital Realty Trust, Inc. common stock in connection with the initial capitalization of the Company. Our Operating Partnership was formed on July 21, 2004.

*Business and strategy*. Our primary business objectives are to maximize: (i) sustainable long-term growth in earnings and funds from operations per share and unit, (ii) cash flow and returns to our stockholders and our operating partnership's unitholders through the payment of distributions and (iii) return on invested capital. We expect to accomplish our objectives by achieving superior risk-adjusted returns, prudently allocating capital, diversifying our product offerings, accelerating our global reach and scale and driving revenue growth and operating efficiencies. We plan to focus on our core business of investing in and developing and operating data centers. A significant component of our current and future internal growth is anticipated through the development of our existing space held for development, acquisition of land for future development and acquisition of new properties. We target high-quality, strategically located properties containing the physical and connectivity infrastructure that supports the applications and operations of data center and technology industry customers and properties that may be developed for such use. Most of our data center properties contain fully redundant electrical supply systems, multiple power feeds, above-standard cooling systems, raised floor areas, extensive in-building communications cabling and high-level security systems. We focus exclusively on owning, acquiring, developing and operating data centers because we believe that the growth in data center demand and the technology-related real estate industry generally will continue to outpace the overall economy.

As of December 31, 2019, our portfolio included 225 data centers, including 12 held-for-sale data centers and 41 data centers held as investments in unconsolidated joint ventures, with approximately 36.6 million rentable square feet including approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for development. The 41 data centers held as investments in unconsolidated joint ventures have an aggregate of approximately 5.0 million rentable square feet. The 24 parcels of developable land we own comprised approximately 944 acres. At December 31, 2019, excluding non-managed joint ventures, approximately 4.1 million square feet was under construction for Turn-Key Flex® and Powered Base Building® products, all of which are expected to be income producing on or after completion, in seven U.S. metropolitan areas, five European metropolitan areas, three Asian metropolitan areas, one Australian metropolitan area and one Canadian metropolitan area, consisting of approximately 2.9 million square feet of base building construction and 1.2 million square feet of data center construction.

We have developed detailed, standardized procedures for evaluating new real estate investments to ensure that they meet our financial, technical and other criteria. We expect to continue to acquire additional assets as part of our growth

strategy. We intend to aggressively manage and lease our assets to increase their cash flow. We may continue to build out our development portfolio when justified by anticipated demand and returns.

We may acquire properties subject to existing mortgage financing and other indebtedness or we may incur new indebtedness in connection with acquiring or refinancing these properties. Debt service on such indebtedness will have a priority over any cash dividends with respect to Digital Realty Trust, Inc.'s common stock and preferred stock. We are committed to maintaining a conservative capital structure. We target a debt-to-Adjusted EBITDA ratio at or less than 5.5x, fixed charge coverage of greater than three times, and floating rate debt at less than 20% of total outstanding debt. In addition, we strive to maintain a well-laddered debt maturity schedule, and we seek to maximize the menu of our available sources of capital, while minimizing the cost.

*Revenue base*. As of December 31, 2019, we operated 225 data centers through our Operating Partnership, including 12 held-for-sale data centers and 41 data centers held as investments in unconsolidated joint ventures, and developable land. These data centers are mainly located throughout North America, with 41 located in Europe, 19 in Latin America, 10 in Asia and five in Australia.

The following table presents an overview of our portfolio of data centers, including the 41 data centers held as investments in unconsolidated joint ventures, and developable land, based on information as of December 31, 2019.

| Metropolitan Area | Data Center Buildings | Net Rentable Square Feet [1] | Space Under Active Development [2] | Space Held for Development [3] |
|---|---|---|---|---|
| **North America** | | | | |
| Northern Virginia | 23 | 5,332,240 | 717,918 | 81,195 |
| Chicago | 10 | 3,040,208 | 386,604 | 148,650 |
| New York | 12 | 2,048,955 | 34,010 | 137,018 |
| Silicon Valley | 20 | 2,251,021 | 65,594 | — |
| Dallas | 20 | 3,354,328 | 182,589 | 49,646 |
| Phoenix | 3 | 795,687 | — | 227,274 |
| San Francisco | 4 | 787,083 | 61,210 | — |
| Atlanta | 4 | 525,414 | — | 313,581 |
| Los Angeles | 4 | 818,479 | — | — |
| Toronto | 2 | 232,980 | 583,029 | — |
| Boston | 4 | 467,519 | — | 50,649 |
| Houston | 6 | 392,816 | — | 13,969 |
| Austin | 1 | 85,688 | — | — |
| Miami | 2 | 226,314 | — | — |
| Portland | 2 | 48,574 | 552,862 | — |
| Minneapolis | 1 | 328,765 | — | — |
| Charlotte | 3 | 95,499 | — | — |
| **North America Total** | **121** | **20,831,571** | **2,583,816** | **1,021,982** |
| **Europe** | | | | |
| London, United Kingdom | 16 | 1,456,352 | 136,921 | 99,175 |
| Amsterdam, Netherlands | 10 | 599,591 | 48,490 | 95,262 |
| Dublin, Ireland | 5 | 265,430 | 26,646 | 64,750 |
| Frankfurt, Germany | 4 | 222,261 | 185,814 | — |
| Paris, France | 4 | 185,994 | 96,402 | — |
| Geneva, Switzerland | 1 | 59,190 | — | — |
| Manchester, England | 1 | 38,016 | — | — |
| **Europe Total** | **41** | **2,826,835** | **494,273** | **259,187** |
| **Asia Pacific** | | | | |
| Singapore | 3 | 540,638 | 344,826 | — |
| Sydney, Australia | 3 | 225,728 | 88,629 | — |
| Melbourne, Australia | 2 | 146,570 | — | — |
| Osaka, Japan | 1 | — | 193,535 | — |
| Tokyo, Japan | 1 | — | 406,664 | — |
| **Asia Pacific Total** | **10** | **912,936** | **1,033,654** | **—** |
| **Held for Sale** | **12** | **1,377,405** | **—** | **—** |
| **Non-Data Center Properties** | — | **278,068** | **—** | **—** |
| **Managed Unconsolidated Joint Ventures** | | | | |
| Northern Virginia | 7 | 1,250,419 | — | — |

| | | | | |
|---|---|---|---|---|
| Hong Kong | 1 | 182,488 | — | 3,812 |
| Silicon Valley | 4 | 326,305 | — | — |
| Dallas | 3 | 319,876 | — | — |
| New York | 1 | 108,336 | — | — |
| | **16** | **2,187,424** | **—** | **3,812** |
| | | | | |
| **Non-Managed Unconsolidated Joint Ventures** | | | | |
| São Paulo, Brazil | 15 | 739,373 | 219,118 | 394,988 |
| Seattle | 2 | 451,369 | — | — |
| Tokyo, Japan | 2 | 430,277 | — | — |
| Osaka, Japan | 2 | 207,464 | 93,748 | 30,874 |
| Fortaleza, Brazil | 1 | 94,205 | — | — |
| Rio De Janeiro, Brazil | 2 | 72,442 | — | 26,781 |
| Santiago, Chile | 1 | — | 46,474 | 20,865 |
| | **25** | **1,995,130** | **359,340** | **473,508** |
| | | | | |
| **Total** | **225** | **30,409,369** | **4,471,083** | **1,758,490** |

(1) Current net rentable square feet as of December 31, 2019, which represents the current square feet under lease as specified in the applicable lease agreements plus management's estimate of space available for lease based on engineering drawings. Includes customers' proportional share of common areas and excludes space under active development and space held for development.
(2) Space under active development includes current base building and data center projects in progress.
(3) Space held for development includes space held for future data center development, and excludes space under active development.

As of December 31, 2019, our portfolio, including the 41 data centers held as investments in unconsolidated joint ventures, were approximately 86.8% leased excluding approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for development. Due to the capital-intensive and long-term nature of the operations being supported, our lease terms are generally longer than standard commercial leases. As of December 31, 2019, our average remaining lease term is approximately five years. Our scheduled lease expirations through December 31, 2021 are 19.9% of rentable square feet excluding month-to-month leases, space under active development and space held for development as of December 31, 2019.

**Factors Which May Influence Future Results of Operations**

*Global market and economic conditions.* General economic conditions and the cost and availability of capital may be adversely affected in some or all of the metropolitan areas in which we own properties and conduct our operations. In June 2016, a majority of voters in the United Kingdom elected to withdraw from the European Union in a national referendum. The United Kingdom formally withdrew from the European Union on January 31, 2020 and entered into a transition period during which it will continue its ongoing and complex negotiations with the European Union relating to the future trading relationship between the parties. Significant political and economic uncertainty remains about whether the terms of the relationship will differ materially from the terms before withdrawal, as well as about the possibility that a so-called "no deal" separation will occur if negotiations are not completed by the end of the transition period. Instability in the U.S., European, Asia Pacific and other international financial markets and economies may adversely affect our ability, and the ability of our customers, to replace or renew maturing liabilities on a timely basis, access the capital markets to meet liquidity and capital expenditure requirements and may result in adverse effects on our, and our customers', financial condition and results of operations.

In addition, our access to funds under our global revolving credit facilities depends on the ability of the lenders that are parties to such facilities to meet their funding commitments to us. We cannot assure you that long-term disruptions in the global economy and the return of tighter credit conditions among, and potential failures or nationalizations of, third party financial institutions as a result of such disruptions will not have an adverse effect on our lenders. If our lenders are not able to meet their funding commitments to us, our business, results of operations, cash flows and financial condition could be adversely affected.

If we do not have sufficient cash flow to continue operating our business and are unable to borrow additional funds, access our existing lines of credit or raise equity or debt capital, we may need to source alternative ways to increase our liquidity. Such alternatives may include, without limitation, curtailing development activity, disposing of one or more of our properties possibly on disadvantageous terms or entering into or renewing leases on less favorable terms than we otherwise would.

*Foreign currency exchange risk.* For the years ended December 31, 2019 and 2018, we had foreign operations including through our investments in unconsolidated joint ventures, in the United Kingdom, Ireland, France, the Netherlands, Germany, Switzerland, Canada, Singapore, Australia, Japan, Hong Kong and Brazil, and, as such, are subject to risk from the effects of exchange rate movements of foreign currencies, which may affect future costs and cash flows. Our foreign operations are conducted in the British pound sterling, Euro, Canadian dollar, Brazilian real, Singapore dollar, Australian dollar, Japanese Yen and the Hong Kong dollar. Our primary currency exposures are to the British pound sterling, the Euro and the Singapore dollar. The withdrawal of the United Kingdom (or any other country) from the European Union, or prolonged periods of uncertainty relating to any of these possibilities, could result in increased foreign currency exchange volatility. We attempt to mitigate a portion of the risk of currency fluctuation by financing our investments in the local currency denominations, although there can be no assurance that this will be effective. As a result, changes in the relation of any such foreign currency to U.S. dollars may affect our revenues, operating margins and distributions and may also affect the book value of our assets, the book value of our debt and the amount of stockholders' equity.

*Rental income*. The amount of rental income generated by the data centers in our portfolio depends on several factors, including our ability to maintain or improve the occupancy rates of currently leased space and to lease currently available space and space available from lease terminations. Excluding approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for development as of December 31, 2019, the occupancy rate of our portfolio, including the 41 data centers held as investments in unconsolidated joint ventures, was approximately 86.8% of our net rentable square feet.

As of December 31, 2019, we had over 2,000 tenants in our data center portfolio, including the 16 data centers held in our managed portfolio of unconsolidated joint ventures. As of December 31, 2019, approximately 89% of our leases (on a rentable square footage basis) contained base rent escalations that were either fixed (generally ranging from 2% to 4%) or indexed based on a consumer price index or other similar inflation related index. We cannot assure you that these escalations will cover any increases in our costs or will otherwise keep rental rates at or above market rates.

The amount of rental income we generate also depends on maintaining or increasing rental rates at our properties, which in turn depends on several factors, including supply and demand and market rates for data center space. Included in our approximately 26.2 million net rentable square feet, excluding space under active development and space held for development and 41 data centers held as investments in unconsolidated joint ventures, at December 31, 2019 is approximately 1.8 million square feet of data center space with extensive installed tenant improvements available for lease. Our Turn-Key Flex® product is an effective solution for customers who prefer to utilize a partner with the expertise or capital budget to provide extensive data center infrastructure and security. Our expertise in data center construction and operations enables us to lease space to these customers at a premium over other uses. In addition, as of December 31, 2019, we had approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for development, or approximately 17% of the total rentable space in our portfolio, including the 41 data centers held as investments in unconsolidated joint ventures. Our ability to grow earnings depends in part on our ability to develop space and lease development space at favorable rates, which we may not be able to obtain. Development space requires significant capital investment in order to develop data center facilities that are ready for use and, in addition, we may require additional time or encounter delays in securing customers for development space. We may purchase additional vacant properties and properties with vacant development space in the future. We will require additional capital to finance our development activities, which may not be available or may not be available on terms acceptable to us, including as a result of the conditions described above under "Global market and economic conditions."

In addition, the timing between when we sign a new lease with a customer and when that lease commences and we begin to generate rental income may be significant and may not be easily predictable. Certain leases may provide for staggered commencement dates for additional space, the timing of which may be delayed significantly.

Economic downturns, including as a result of the conditions described above under “Global market and economic conditions,” or regional downturns affecting our metropolitan areas or downturns in the data center industry that impair our ability to lease or renew or re-lease space, or otherwise reduce returns on our investments or the ability of our customers to fulfill their lease commitments, as in the case of customer bankruptcies, could adversely affect our ability to maintain or increase rental rates at our properties.

*Dispositions.* Dispositions of our properties, to the extent such properties are operating properties, will reduce our revenue and operating income unless offset by acquisitions, leasing of development space or rental rate increases. In November 2019, we completed our joint venture with Mapletree Investments and Mapletree Industrial Trust, which we refer to collectively as Mapletree, on three existing fully leased Turn-Key Flex® data centers located in Ashburn, Virginia. We retained a 20% ownership interest in the joint venture, while Mapletree acquired the remaining 80% stake for approximately $811 million. Subsequent to year-end, Mapletree acquired a portfolio of 10 Powered Base Building® properties, which were fully leased, from us for a total purchase price of approximately $557 million, before customary closing costs and transaction fees.

*Non-Recurring Income.* Transactions that we enter into, including, for example, joint venture contributions of our properties, may generate income that is not duplicated in similar or other transactions. For example, certain income generated from our previously disclosed Ascenty joint venture with Brookfield is not likely to recur. Additionally, other non-recurring income, such as tax credits, which we receive in one year is not likely to occur in future periods.

*Scheduled lease expirations.* Our ability to re-lease expiring space at rental rates equal to or in excess of current rental rates will impact our results of operations. In addition to approximately 3.6 million square feet of available space in our portfolio, which excludes approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for development as of December 31, 2019 and the 25 data centers held as investments in our non-managed unconsolidated joint ventures, leases representing approximately 8.4% and 11.5% of the net rentable square footage of our portfolio are scheduled to expire during the years ending December 31, 2020 and 2021, respectively.

During the year ended December 31, 2019, we had the highest lease expirations, based on net rentable square footage, in our history. Although our customer retention was a little over 80% of expiring leases, in line with our long-term average, the impact of these expirations may potentially weigh on near-term results. While we expect to be able to re-lease available space, an inability to re-lease available space could potentially have an impact on our operating income going forward.

During the year ended December 31, 2019, we signed new leases totaling approximately 1.7 million square feet of space and renewal leases totaling approximately 4.9 million square feet of space. The following table summarizes our leasing activity in the year ended December 31, 2019:

| | Rentable Square Feet [1] | Expiring Rates [2] | New Rates [2] | Rental Rate Changes | TI's/Lease Commissions Per Square Foot | Weighted Average Lease Terms (years) |
|---|---|---|---|---|---|---|
| ***Leasing Activity*** [3][4] | | | | | | |
| **Renewals Signed** | | | | | | |
| Turn-Key Flex ® | 1,804,230 | $ 148.86 | $ 152.34 | 2.3 % | $ 6.36 | 4.7 |
| Powered Base Building ® | 2,347,564 | $ 31.73 | $ 36.51 | 15.0 % | $ 10.82 | 14.2 |
| Colocation | 502,679 | $ 279.25 | $ 285.44 | 2.2 % | $ 0.03 | 1.2 |
| Non-technical | 289,342 | $ 17.43 | $ 20.70 | 18.7 % | $ 4.09 | 5.6 |
| **New Leases Signed** [5] | | | | | | |
| Turn-Key Flex ® | 1,280,465 | — | $ 136.57 | — | $ 23.45 | 6.8 |
| Powered Base Building ® | 196,073 | — | $ 48.68 | — | $ 21.67 | 10.7 |
| Colocation | 98,521 | — | $ 310.58 | — | $ 29.50 | 2.0 |
| Non-technical | 126,883 | — | $ 16.97 | — | $ 4.78 | 4.5 |
| ***Leasing Activity Summary*** | | | | | | |
| Turn-Key Flex ® | 3,084,695 | | $ 145.79 | | | |
| Powered Base Building ® | 2,543,637 | | $ 37.44 | | | |
| Colocation | 601,200 | | $ 289.56 | | | |
| Non-technical | 416,225 | | $ 19.56 | | | |

(1) For some of our properties, we calculate square footage based on factors in addition to contractually leased square feet, including power, required support space and common area.
(2) Rental rates represent annual estimated cash rent per rentable square foot adjusted for straight-line rents in accordance with GAAP. GAAP rental rates are inclusive of tenant concessions, if any.
(3) Excludes short-term leases.
(4) Commencement dates for the leases signed range from 2019 to 2020.
(5) Includes leases signed for new and re-leased space.

Our ability to re-lease or renew expiring space at rental rates equal to or in excess of current rental rates will impact our results of operations. We continue to see strong demand in most of our key metropolitan areas for data center space. For the year ended December 31, 2019, rents on renewed space increased by an average of 2.3% on a GAAP basis on our Turn-Key Flex® space compared to the expiring rents and increased by an average of 15.0% on a GAAP basis on our Powered Base Building® space compared to the expiring rents. Our past performance may not be indicative of future results, and we cannot assure you that leases will be renewed or that our data centers will be re-leased at all or at rental rates equal to or above the current average rental rates. Further, re-leased/renewed rental rates in a particular metropolitan area may not be consistent with rental rates across our portfolio as a whole and may fluctuate from one period to another due to a number of factors, including local real estate conditions, local supply and demand for data center space, competition from other data center developers or operators, the condition of the property and whether the property, or space within the property, has been developed.

*Geographic concentration.* We depend on the market for data centers in specific geographic regions and significant changes in these regional or metropolitan areas can impact our future results. As of December 31, 2019, our portfolio, including the 41 data centers held as investments in unconsolidated joint ventures, was geographically concentrated in the following metropolitan areas:

| Metropolitan Area | Percentage of December 31, 2019 total annualized rent [1] |
|---|---|
| Northern Virginia | 24.0 % |
| Chicago | 11.2 % |
| Silicon Valley | 8.2 % |
| London, United Kingdom | 8.1 % |
| New York | 8.1 % |
| Dallas | 7.6 % |
| São Paulo, Brazil | 4.3 % |
| Phoenix | 3.2 % |
| Singapore | 3.1 % |
| San Francisco | 2.4 % |
| Seattle | 2.4 % |
| Atlanta | 2.1 % |
| Los Angeles | 1.7 % |
| Amsterdam, Netherlands | 1.6 % |
| Other | 12.0 % |
| **Total** | 100.0 % |

(1) Annualized rent is monthly contractual rent (defined as cash base rent before abatements) under existing leases as of December 31, 2019 multiplied by 12. The aggregate amount of abatements for the year ended December 31, 2019 was approximately $70.3 million. Includes consolidated portfolio and unconsolidated joint ventures at the joint ventures' 100% ownership level.

*Operating expenses.* Our operating expenses generally consist of utilities, property and ad valorem taxes, property management fees, insurance and site maintenance costs, as well as rental expenses on our ground and building leases. In particular, our buildings require significant power to support the data center operations contained in them. Many of our leases contain provisions under which the tenants reimburse us for all or a portion of property operating expenses and real estate taxes incurred by us. However, in some cases we are not entitled to reimbursement of property operating expenses, other than utility expense, and real estate taxes under our leases for Turn-Key Flex® facilities. We also incur general and administrative expenses, including expenses relating to our asset management function, as well as significant legal, accounting and other expenses related to corporate governance, Securities Exchange Commission, or the SEC, reporting and compliance with the various provisions of the Sarbanes-Oxley Act. Increases or decreases in such operating expenses will impact our overall performance. We expect to incur additional operating expenses as we continue to expand.

*Significant transactions.* The prospect of future share dilution related to pending and future transactions could negatively impact our share price and per share results of operations. On October 29, 2019, Digital Realty Trust, Inc. and its indirect, wholly owned subsidiary entered into a purchase agreement pursuant to which we commenced an offer to purchase all ordinary shares of InterXion Holding, N.V., a public limited liability company organized under the laws of the Netherlands, which we refer to as the Offer. We expect to complete the Offer in March 2020. Upon the completion of the Offer, and subject to the satisfaction or waiver of the various closing conditions, each InterXion share validly tendered and not properly withdrawn will be converted automatically into the right to receive 0.7067 shares of Digital Realty Trust, Inc. common stock. The transactions will dilute the ownership position of Digital Realty Trust, Inc.'s stockholders and result in InterXion shareholders having an ownership stake in Digital Realty Trust, Inc. that represents about 20% of the combined company. The share issuances in the InterXion transactions, or in future significant

transactions, may reduce our net income per share available to common stockholders, and could negatively impact the trading price of our common stock.

*Climate change legislation.* In June 2009, the U.S. House of Representatives approved comprehensive clean energy and climate change legislation intended to cut greenhouse gas, or GHG, emissions, via a cap-and-trade program. The U.S. Senate did not subsequently pass similar legislation. Significant opposition to federal climate change legislation exists.

In the absence of comprehensive federal climate change legislation, regulatory agencies, including the U.S. Environmental Protection Agency, or EPA, and states have taken the lead in regulating GHG emissions in the U.S. Under the Obama administration, the EPA moved aggressively to regulate GHG emissions from automobiles and large stationary sources, including electricity producers, using its own authority under the Clean Air Act. The Trump administration has moved to eliminate or modify certain of the EPA's GHG emissions regulations and refocus the EPA's mission away from such regulation.

The EPA made an endangerment finding in 2009 that allows it to create regulations imposing emissions reporting, permitting, control technology installation, and monitoring requirements applicable to certain emitters of GHGs, including facilities that provide electricity to our data centers, although the materiality of the impacts will not be fully known until all regulations are finalized and legal challenges are resolved. Under the Obama administration, the EPA finalized rules imposing permitting and control technology requirements upon certain newly-constructed or modified facilities which emit GHGs under the Clean Air Act New Source Review Prevention of Significant Deterioration, or NSR PSD, and Title V permitting programs. As a result, newly-issued NSR PSD and Title V permits for new or modified electricity generating units (EGUs) and other facilities may need to address GHG emissions, including by requiring the installation of "Best Available Control Technology." The EPA implemented in December 2015 the "Clean Power Plan" regulating carbon dioxide (CO2) emissions from new and existing coal-fired and natural gas EGUs. The Clean Power Plan subjected new, modified, and reconstructed EGUs to "New Source Performance Standards" that include both technological requirements and numeric emission limits. However, in March 2017, President Trump ordered the EPA to review and if appropriate revise or rescind the Clean Power Plan, and in June 2019 the EPA repealed the Clean Power Plan and issued the "Affordable Clean Energy Rule" to replace the Clean Power Plan. The Affordable Clean Energy Rule requires heat rate efficiency improvements at certain EGUs, but does not place numeric limits on EGU emissions. Separately, the EPA's GHG "reporting rule" requires that certain emitters, including electricity generators, monitor and report GHG emissions.

As a result of Trump administration policies, states may drive near-term regulation to reduce GHG emissions in the United States. At the state level, California implemented a GHG cap-and-trade program that began imposing compliance obligations on industrial sectors, including electricity generators and importers, in January 2013. In September 2016, California adopted legislation calling for a further reduction in GHG emissions to 40% below 1990 levels by 2030, and in July 2017, California extended its cap-and-trade program through 2030. In September 2018, California adopted legislation that will require all of the state's electricity to come from carbon-free sources by 2045. As another example of state action, a number of eastern states participate in the Regional Greenhouse Gas Initiative (RGGI), a market-based program aimed at reducing GHG emissions from power plants.

Outside the United States, the European Union, or EU (as well as the United Kingdom), have been operating since 2005 under a cap-and-trade program, which directly affects the largest emitters of GHGs, including electricity producers from whom we purchase power, and the EU has taken a number of other climate change-related initiatives, including a directive targeted at improving energy efficiency (which introduces energy efficiency auditing requirements). EU Commission President-elect Ursula von der Leyen announced her intent in July 2019 to extend the EU emissions-trading system to include mobile sources, strengthen the EU's GHG reduction target from 40% below 1990 levels to 50% to 55% below 1990 levels, and institute a carbon import tax to encourage climate legislation in other countries. In December 2019, EU leaders endorsed the objective of achieving a climate-neutral EU, with net-zero GHG emissions with the exception of Poland, by 2050. National legislation may also be implemented independently by members of the EU. It is not yet clear how Brexit will impact the United Kingdom's approach to climate change regulation.

The Paris Agreement, which was adopted by the United States and 194 other countries and looks to prevent global average temperatures from increasing by more than 2 degrees Celsius above preindustrial levels officially went into force in November 2016. President Trump announced in June 2017 that he will initiate the process to withdraw the United States from the Paris Agreement; however, a number of states have formed groups supporting the Paris Agreement and pledging to fulfill its goals at the state level.

The Canadian Greenhouse Gas Pollution Pricing Act established a carbon-pricing regime that went into effect in January 2019 for provinces and territories in Canada where there is no provincial system in place already, or where the provincial system does not meet the federal benchmark. Climate change regulations are also in various stages of implementation in other nations as well, including nations where we operate, such as Japan, Singapore, and Australia.

The cost of electric power comprises a significant component of our operating expenses. Any additional taxation or regulation of energy use, including as a result of (i) new legislation that Congress may pass, (ii) the regulations that the EPA has proposed or finalized, (iii) regulations under legislation that states have passed or may pass, or (iv) any further legislation or regulations in the EU or other regions where we operate could significantly increase our costs, and we may not be able to effectively pass all of these costs on to our customers. These matters could adversely impact our business, results of operations, or financial condition.

*Interest rates*. As of December 31, 2019, we had approximately $0.5 billion of variable rate debt subject to interest rate swap agreements, along with $0.2 billion and $0.4 billion of variable rate debt that was outstanding on the global revolving credit facilities and the unswapped portion of the unsecured term loans, respectively. The availability of debt and equity capital may decrease or be on unfavorable terms as a result of the circumstances described above under “Global market and economic conditions” or other factors. The effects on commercial real estate mortgages, if available, include, but may not be limited to: higher loan spreads, tightened loan covenants, reduced loan-to-value ratios resulting in lower borrower proceeds and higher principal payments. Potential future increases in interest rates and credit spreads may increase our interest expense and fixed charges and negatively affect our financial condition and results of operations, potentially impacting our future access to the debt and equity capital markets. Increased interest rates may also increase the risk that the counterparties to our swap agreements will default on their obligations, which could further increase our interest expense. If we cannot obtain capital from third party sources, we may not be able to acquire or develop properties when strategic opportunities exist, satisfy our debt service obligations or pay the cash dividends to Digital Realty Trust, Inc.’s stockholders necessary to maintain its qualification as a REIT.

*Demand for data center space*. Our portfolio consists primarily of data centers. A decrease in the demand for, or increase in supply of, data center space, Internet gateway facilities or other technology-related real estate would have a greater adverse effect on our business and financial condition than if we owned a portfolio with a more diversified customer base or less specialized use. We have invested in building out additional inventory primarily in what we anticipate will be our active major metropolitan areas prior to having executed leases with respect to this space. We believe that demand in key metropolitan areas is largely in line with supply and continue to see strong demand in other key metropolitan areas across our portfolio. However, until this inventory is leased up, which will depend on a number of factors, including available data center space in these metropolitan areas, our return on invested capital is negatively impacted. Our development activities make us particularly susceptible to general economic slowdowns, including recessions and the other circumstances described above under “Global market and economic conditions,” as well as adverse developments in the corporate data center, Internet and data communications and broader technology industries. Any such slowdown or adverse development could lead to reduced corporate IT spending or reduced demand for data center space. Reduced demand could also result from business relocations, including to metropolitan areas that we do not currently serve. Changes in industry practice or in technology, such as virtualization technology, more efficient computing or networking devices, or devices that require higher power densities than today’s devices, could also reduce demand for the physical data center space we provide or make the tenant improvements in our facilities obsolete or in need of significant upgrades to remain viable. In addition, the development of new technologies, the adoption of new industry standards or other factors could render many of our customers’ current products and services obsolete or unmarketable and contribute to a downturn in their businesses, thereby increasing the likelihood that they default under their leases, become insolvent or file for bankruptcy. In addition, demand for data center space, or the rates at which we lease space, may be adversely impacted either across our portfolio or in specific metropolitan areas as a result of an

increase in the number of competitors, or the amount of space being offered in our metropolitan areas and other metropolitan areas by our competitors.

**Critical Accounting Policies**

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles, or GAAP. The preparation of these financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses in the reporting period. Our actual results may differ from these estimates. We have provided a summary of our significant accounting policies in Item 8, Note 2 “Summary of Significant Accounting Policies” in the Notes to Consolidated Financial Statements. We describe below those accounting policies that require material subjective or complex judgments and that have the most significant impact on our financial condition and consolidated results of operations. Our management evaluates these estimates on an ongoing basis, based upon information currently available and on various assumptions management believes are reasonable as of the date on the front cover of this report.

*Investments in Real Estate*

*Acquisition of real estate.* The price that we pay to acquire a property is impacted by many factors including the condition of the property and improvements, the occupancy of the building, the term and rate of in-place leases, the creditworthiness of the customers, favorable or unfavorable financing, above- or below-market ground leases and numerous other factors.

Accordingly, we are required to make subjective assessments to allocate the purchase price paid to acquire investments in real estate among the identifiable assets including intangibles and liabilities assumed based on our estimate of the fair value of such assets and liabilities. This includes determining the value of the property and improvements, land, ground leases, if any, and tenant improvements. Additionally, we evaluate the value of in-place leases on occupancy and market rent, the value of the tenant relationships, the value (or negative value) of above (or below) market leases, any debt or deferred taxes assumed from the seller or loans made by the seller to us and any building leases assumed from the seller. Each of these estimates requires a great deal of judgment and some of the estimates involve complex calculations. These allocation assessments have a direct impact on our results of operations. For example, if we were to allocate more value to land, there would be no depreciation with respect to such amount. If we were to allocate more value to the property as opposed to allocating to the value of in-place tenant leases, this amount would be recognized as an expense over a much longer period of time. This potential effect occurs because the amounts allocated to property are depreciated over the estimated lives of the property whereas amounts allocated to in-place tenant leases are amortized over the estimated term (including renewal and extension assumptions) of the leases. Additionally, the amortization of the value (or negative value) assigned to above (or below) market rate leases is recorded as an adjustment to rental revenue as compared to amortization of the value of in-place tenant leases and tenant relationships, which is included in depreciation and amortization in our consolidated income statements.

From time to time, we will receive offers from third parties to purchase our properties, either solicited or unsolicited. For those offers that we accept, the prospective buyers will usually require a due diligence period before consummation of the transactions. It is not unusual for matters to arise that result in the withdrawal or rejection of the offer during this process. We classify real estate as “held for sale” when all criteria under the GAAP guidance have been met.

*Asset impairment evaluation.* We review each of our properties for indicators that its carrying amount may not be recoverable. Examples of such indicators may include a significant decrease in the market price of the property, a change in the expected holding period for the property, a significant adverse change in how the property is being used or expected to be used based on the underwriting at the time of acquisition, an accumulation of costs significantly in excess of the amount originally expected for the acquisition or development of the property, or a history of operating or cash flow losses of the property. When such impairment indicators exist, we review an estimate of the future undiscounted net

cash flows (excluding interest charges) expected to result from the property's or asset group's use and eventual disposition and compare that estimate to the carrying value of the property or the asset group. We consider factors such as future operating income, trends and prospects, as well as the effects of leasing demand, competition and other factors. If our future undiscounted net cash flow evaluation indicates that we are unable to recover the carrying value of a property or asset group, an impairment loss is recorded to the extent that the carrying value exceeds the estimated fair value of the property or fair value of the properties within the asset group. These losses have a direct impact on our net income because recording an impairment loss results in an immediate negative adjustment to net income. The evaluation of anticipated cash flows is highly subjective and is based in part on assumptions regarding future occupancy, rental rates and capital requirements that could differ materially from actual results in future periods. Since cash flows on properties considered to be long-lived assets to be held and used are considered on an undiscounted basis to determine whether the carrying value of a property or asset group is recoverable, our strategy of holding properties over the long-term directly decreases the likelihood of their carrying values not being recoverable and therefore requiring the recording of an impairment loss. If our strategy changes or market conditions otherwise dictate an earlier sale date, an impairment loss may be recognized, and such loss could be material. If we determine that the asset fails the recoverability test, the affected assets must be reduced to their fair value.

We generally estimate the fair value of rental properties utilizing a discounted cash flow analysis that includes projections of future revenues, expenses and capital improvement costs that a market participant would use based on the highest and best use of the asset, which is similar to the income approach that is commonly utilized by appraisers. In certain cases, we may supplement this analysis by obtaining outside broker opinions of value.

*Goodwill impairment evaluation.* We perform an annual impairment test for goodwill and between annual tests, we evaluate goodwill for impairment whenever events or changes in circumstances occur that would more likely than not reduce the fair value of a reporting unit below its carrying value. In our impairment tests of goodwill, we first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If based on this assessment, we determine that the fair value of the reporting unit is not less than its carrying value, then performing the additional two-step impairment test is unnecessary. If our qualitative assessment indicates that goodwill impairment is more likely than not, we perform a two-step impairment test. We test goodwill for impairment under the two-step impairment test by first comparing the book value of net assets including goodwill to the fair value of the reporting unit. We estimate the fair value of the reporting unit using a technique based on a performance measure or measures consistent with the objective of measuring fair value, which may include quoted market prices, multiples of earnings or discounted cash flows. If the fair value is determined to be less than the book value of the net assets, including goodwill, a second step is performed to compute the amount of impairment as the difference between the implied fair value of goodwill and its carrying value. If the carrying value of goodwill exceeds its implied fair value, an impairment charge is recognized.

*Revenue Recognition*

The majority of our revenue is derived from lease arrangements, which we account for in accordance with "Leases (Topic 840)" prior to 2019 and pursuant to Topic 842 commencing on January 1, 2019. We accounted for the non-lease components within our lease arrangements (prior to the adoption of Topic 842), as well as other sources of revenue, in accordance with Topic 606. Upon the adoption of Topic 842, we elected the practical expedient that requires us to account for lease and non-lease components associated with that lease as a single lease component, which are recorded within rental revenue.

We commence recognition of income from rentals related to the operating leases at the date the property is ready for its intended use by the tenant and the tenant takes possession, or controls the physical use, of the leased asset. Our leases are classified as operating leases and minimum rents are recognized on a straight-line basis over the terms of the leases, which may span multiple years. The excess of rents recognized over amounts contractually due pursuant to the underlying leases is included in deferred rent in the accompanying consolidated balance sheets and contractually due but unpaid rents are included in accounts and other receivables. As of December 31, 2019 and 2018, the balance of deferred rent was $478.7 million and $463.2 million, respectively, and rent receivable, net of allowance, was $171.9 million and

$185.7 million, respectively, and is classified within accounts and other receivables, net of allowance for doubtful accounts in the accompanying consolidated balance sheets.

We make subjective estimates as to the probability of collection of substantially all lease payments over the term of a lease. We specifically analyze customer creditworthiness, accounts receivable and historical bad debts and current economic trends when evaluating the probability of collection. If collection of substantially all lease payments over the term of a lease is deemed not probable, rental revenue would be recognized when payment is received and revenue would not be recognized on a straight-line basis. We monitor the probability of collection over the life of the lease and in the event the collection of substantially all lease payments is no longer probable, we cease recognizing revenue on a straight-line basis and write-off the balance of all deferred rent related to the lease and commence recording rental revenue on a cash-basis. In addition, we record a full valuation allowance on the balance of any accounts receivable, less the balance of any security deposits or letters of account. In the event that we subsequently determine the collection is probable, we resume recognizing rental revenue on a straight-line basis and record the incremental revenue such that the cumulative rental revenue is equal to the amount of revenue that would have been recorded on a straight-line basis since the inception of the lease. We also would reverse the allowance for bad debt recorded on the balance of accounts receivable.

**Recently Issued Accounting Pronouncements**

Please refer to Item 8, Note 2(s) in the Notes to the Consolidated Financial Statements, “Lease Accounting" for new accounting standards adopted in 2019 and Note 2(bb), “New Accounting Standards Issued but not Yet Adopted" for new accounting standards that could impact future results.

**Results of Operations**

The discussion below relates to our financial condition and results of operations for the years ended December 31, 2019, 2018 and 2017. A summary of our operating results from continuing operations for the years ended December 31, 2019, 2018 and 2017 was as follows (in thousands).

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| **Income Statement Data:** | | | |
| Total operating revenues | $ 3,209,241 | $ 3,046,478 | $ 2,457,928 |
| Total operating expenses | (2,615,026) | (2,496,691) | (2,006,633) |
| Operating income | 594,215 | 549,787 | 451,295 |
| Gain on deconsolidation, net | 67,497 | — | — |
| Gain on disposition of properties, net | 267,651 | 80,049 | 40,354 |
| Interest and other income, net | 66,000 | 3,481 | 3,655 |
| Interest expense | (353,057) | (321,529) | (258,642) |
| (Loss) gain from early extinguishment of debt | (39,157) | (1,568) | 1,990 |
| Other income (expenses), net | (3,928) | 30,895 | 17,615 |
| Net income | $ 599,221 | $ 341,115 | $ 256,267 |

Our portfolio of properties has experienced consistent and significant growth since the first property acquisition in January 2002. As a result of this growth, our period-to-period comparison of our financial performance focuses on the impact on our revenues and expenses on a stabilized portfolio basis. Our stabilized portfolio includes properties owned as of December 31, 2017 with less than 5% of total rentable square feet under development and excludes properties that were undergoing, or were expected to undergo, development activities in 2018-2019 and properties sold or contributed to joint ventures. Our pre-stabilized pool includes the results of the operating properties acquired below and newly delivered properties that were previously under development.

In September 2017, as part of the DFT Merger, we acquired 15 data centers, 14 of which are located in the United States and one is located in Canada.

***2019 Dispositions***

| Location / Portfolio | Metro Area | Date Contributed | Fair Value (in millions) | Gain on contribution (in millions) |
|---|---|---|---|---|
| Mapletree portfolio [1] | Northern Virginia | Nov 1, 2019 | $ 996.6 | $ 266.0 |

(1) Consists of three data centers that were contributed to a joint venture.

None of the Company's dispositions to date represented a significant component or significant shift in strategy that would require discontinued operations presentation.

*Comparison of the Year Ended December 31, 2019 to the Year Ended December 31, 2018 and Comparison of the Year Ended December 31, 2018 to the Year Ended December 31, 2017*

*Portfolio*

As of December 31, 2019, our portfolio consisted of 225 data centers, including 12 held-for-sale data centers and 41 data centers held as investments in unconsolidated joint ventures, with an aggregate of approximately 36.6 million rentable square feet, including 4.5 million square feet of space under active development and 1.8 million square feet of space held for development, compared to a portfolio consisting of 214 data centers, including 18 data centers held as investments in unconsolidated joint ventures, with an aggregate of approximately 34.5 million rentable square feet, including 3.4 million square feet of space under active development and 2.1 million square feet of space held for development as of December 31, 2018, and compared to a portfolio consisting of 205 data centers, including seven held-for-sale data centers and 18 data centers held as investments in unconsolidated joint ventures, with an aggregate of approximately 32.1 million rentable square feet, including 2.7 million square feet of space under active development and 1.7 million square feet of space held for development as of December 31, 2017.

*Revenues*

Total operating revenues for the years ended December 31, 2019, 2018 and 2017 were as follows (in thousands):

| | Year Ended December 31, | | | Change | | Percentage Change | |
|---|---|---|---|---|---|---|---|
| | 2019 | 2018 | 2017 | 2019 vs 2018 | 2018 vs 2017 | 2019 vs 2018 | 2018 vs 2017 |
| Rental and other services | $ 3,196,356 | $ 2,412,076 | $ 2,010,301 | $ 784,280 | $ 401,775 | 32.5 % | 20.0 % |
| Tenant reimbursements | — | 624,637 | 440,224 | (624,637) | 184,413 | (100.0)% | 41.9 % |
| Fee income and other | 12,885 | 9,765 | 7,403 | 3,120 | 2,362 | 32.0 % | 31.9 % |
| Total operating revenues | $ 3,209,241 | $ 3,046,478 | $ 2,457,928 | $ 162,763 | $ 588,550 | 5.3 % | 23.9 % |

The following tables show revenues for the years ended December 31, 2019, 2018 and 2017 for stabilized properties and pre-stabilized properties and other (all other properties) (in thousands). Revenue totals for pre-stabilized and other include results from properties that have not yet met the definition of stabilized and properties that are classified as held for sale or were sold during the period.

| | Stabilized Year Ended December 31, | | | | Pre-Stabilized and Other Year Ended December 31, | | |
|---|---|---|---|---|---|---|---|
| | 2019 | 2018 | $ Change | % Change | 2019 | 2018 | Change |
| Rental and other services | $ 2,396,319 | $ 1,915,882 | $ 480,437 | 25.1 % | $ 800,037 | $ 496,194 | $ 303,843 |
| Tenant reimbursements | — | 514,050 | (514,050) | (100.0)% | — | 110,588 | (110,588) |
| Total | $ 2,396,319 | $ 2,429,932 | $ (33,613) | (1.4)% | $ 800,037 | $ 606,782 | $ 193,255 |

On January 1, 2019, we adopted Topic 842 and the practical expedient that resulted in combining the expenses reimbursed by our customers (“tenant reimbursements”) with contractual rental revenue if certain criteria were met. We assessed these criteria and concluded that the timing and pattern of transfer for rental revenue and the associated tenant reimbursements are the same and as our leases qualify as operating leases, we accounted for and presented rental and other services and tenant reimbursements as a single component under rental and other services in our consolidated income statements for the year ended December 31, 2019. As a result, the prior periods are not directly comparable other than on an aggregate basis.

Stabilized revenue decreased $33.6 million for the year ended December 31, 2019 compared to the same period in 2018 due to unfavorable currency translation along with expiring leases at certain properties in the stabilized portfolio and higher bad debt expense.

Pre-stabilized and other revenues increased $193.3 million for the year ended December 31, 2019 compared to the same period in 2018 primarily as a result of new leasing activity and reimbursement from development properties and the Ascenty Acquisition (only for the three months ended March 31, 2019, prior to deconsolidation).

| | Stabilized Year Ended December 31, | | | | Pre-Stabilized and Other Year Ended December 31, | | |
|---|---|---|---|---|---|---|---|
| | 2018 | 2017 | Change | % Change | 2018 | 2017 | Change |
| Rental and other services | $ 1,397,953 | $ 1,388,427 | $ 9,526 | 0.7 % | $ 1,014,123 | $ 621,874 | $ 392,249 |
| Tenant reimbursements | 254,725 | 254,876 | (151) | (0.1)% | 369,912 | 185,348 | 184,564 |
| Total | $ 1,652,678 | $ 1,643,303 | $ 9,375 | 0.6 % | $ 1,384,035 | $ 807,222 | $ 576,813 |

Stabilized rental and other services revenue increased $9.5 million, or 0.7%, for the year ended December 31, 2018 compared to the same period in 2017 primarily as a result of an increase in revenues from colocation services and new leasing at our properties during the year ended December 31, 2018, the largest of which was for space at 350 E. Cermak Road, 2121 South Price Road and 29A International Business Park, partially offset by expiring leases at certain properties in the stabilized portfolio. Stabilized tenant reimbursement revenue decreased $0.2 million, or 0.1%, for

the year ended December 31, 2018 compared to the same period in 2017 primarily as a result of reimbursement credits and property tax refunds to customers at properties in the stabilized portfolio offset by higher utility reimbursements driven by increased power consumption and new leasing.

Pre-stabilized and other revenue increases during the year ended December 31, 2018 compared to the same period in 2017 were primarily a result of the properties acquired in the DFT Merger, which contributed approximately $311.4 million and $164.0 million to the rental and other services revenue and tenant reimbursement increases, respectively. In addition, 505 North Railroad Avenue, which was acquired in December 2017, contributed $21.9 million and $5.1 million to the rental and other services revenue and tenant reimbursements increases, respectively, for the year ended December 31, 2018 compared to the same period in 2017. Also, there were contributions from new leases at our properties that were under development during the year ended December 31, 2018, offset partially by a decrease in revenues as a result of properties sold during the year ended December 31, 2018.

*Fee Income and Other*

Occasionally, customers engage the Company for certain services. The nature of these services historically involves property management, construction management, and assistance with financing. The proper revenue recognition of these services can be different, depending on whether the arrangements are service revenue or contractor type revenue. Service revenues are typically recognized on an equal monthly basis based on the minimum fee to be earned. The monthly amounts could be adjusted depending on whether certain performance milestones are met.

Fee income also includes management fees. These fees arise from contractual agreements with entities in which we have a noncontrolling interest. The management fees are recognized as earned under the respective agreements. Management and other fee income related to partially owned entities are recognized to the extent attributable to the unaffiliated interest.

*Operating Expenses and Interest Expense*

Operating expenses and interest expense during the years ended December 31, 2019, 2018 and 2017 were as follows (in thousands):

| | Year Ended December 31, | | | Change | | Percentage Change | |
|---|---|---|---|---|---|---|---|
| | 2019 | 2018 | 2017 | 2019 vs 2018 | 2018 vs 2017 | 2019 vs 2018 | 2018 vs 2017 |
| Rental property operating and maintenance | $ 1,020,578 | $ 957,065 | $ 759,616 | $ 63,513 | $ 197,449 | 6.6 % | 26.0 % |
| Property taxes and insurance | 172,183 | 140,918 | 134,995 | 31,265 | 5,923 | 22.2 % | 4.4 % |
| Depreciation and amortization | 1,163,774 | 1,186,896 | 842,464 | (23,122) | 344,432 | (1.9)% | 40.9 % |
| General and administrative | 211,097 | 163,667 | 161,441 | 47,430 | 2,226 | 29.0 % | 1.4 % |
| Transaction and integration expenses | 27,925 | 45,327 | 76,048 | (17,402) | (30,721) | (38.4)% | (40.4)% |
| Impairment of investments in real estate | 5,351 | — | 28,992 | 5,351 | (28,992) | — | — |
| Other | 14,118 | 2,818 | 3,077 | 11,300 | (259) | 401.0 % | (8.4)% |
| Total operating expenses | $ 2,615,026 | $ 2,496,691 | $ 2,006,633 | $ 118,335 | $ 490,058 | 4.7 % | 24.4 % |
| Interest expense | $ 353,057 | $ 321,529 | $ 258,642 | $ 31,528 | $ 62,887 | 9.8 % | 24.3 % |

The following tables show expenses for the years ended December 31, 2019, 2018 and 2017 for stabilized properties and pre-stabilized properties and other (all other properties) (in thousands). Expense totals for pre-stabilized and other

include results from properties that have not yet met the definition of stabilized and properties that are classified as held for sale or were sold during the period.

| | Stabilized | | | | Pre-Stabilized and Other | | |
|---|---|---|---|---|---|---|---|
| | Year Ended December 31, | | | | Year Ended December 31, | | |
| | 2019 | 2018 | $ Change | % Change | 2019 | 2018 | Change |
| Rental property operating and maintenance | $ 756,326 | $ 753,340 | $ 2,986 | 0.4 % | $ 264,252 | $ 203,726 | $ 60,526 |
| Property taxes and insurance | 118,292 | 103,908 | 14,384 | 13.8 % | 53,891 | 37,010 | 16,881 |
| | $ 874,618 | $ 857,248 | $ 17,370 | 2.0 % | $ 318,143 | $ 240,736 | $ 77,407 |

Stabilized rental property operating and maintenance expenses increased approximately $3.0 million for the year ended December 31, 2019 compared to the same period in 2018, primarily related to higher rent expense and internal labor costs across the portfolio.

Stabilized property taxes increased by approximately $14.4 million, or 13.8%, for the year ended December 31, 2019 compared to the same period in 2018. The increase was primarily due to a tax refund in 2018 at one of our properties in the stabilized portfolio along with higher 2019 assessments at certain properties in the stabilized portfolio.

Pre-stabilized and other rental property operating and maintenance expenses increased by approximately $60.5 million for the year ended December 31, 2019 compared to the same period in 2018, primarily due to higher expenses as a result of leasing activity during the twelve months ended December 31, 2019 and the Ascenty Acquisition that increased expenses during the first quarter of 2019.

Pre-stabilized and other property taxes and insurance expense increased approximately $16.9 million for the year ended December 31, 2019 compared to the same period in 2018, due to increased assessed values at our Chicago properties along with properties being placed in service.

| | Stabilized | | | | Pre-Stabilized and Other | | |
|---|---|---|---|---|---|---|---|
| | Year Ended December 31, | | | | Year Ended December 31, | | |
| | 2018 | 2017 | Change | % Change | 2018 | 2017 | Change |
| Rental property operating and maintenance | $ 505,127 | $ 494,852 | $ 10,275 | 2.1 % | $ 451,938 | $ 264,764 | $ 187,174 |
| Property taxes and insurance | 81,274 | 86,223 | (4,949) | (5.7)% | 59,644 | 48,772 | 10,872 |
| | $ 586,401 | $ 581,075 | $ 5,326 | 0.9 % | $ 511,582 | $ 313,536 | $ 198,046 |

Stabilized rental property operating and maintenance expenses increased by approximately $10.3 million, or 2.1%, for the year ended December 31, 2018 compared to the same period in 2017. The increase was primarily related to higher utility costs offset by reduced labor costs and cost containment measures across the portfolio.

Stabilized property taxes and insurance decreased by approximately $4.9 million, or 5.7%, for the year ended December 31, 2018 compared to the same period in 2017. The decrease was primarily due to a refund at one of our properties in our stabilized portfolio.

Pre-stabilized and other rental property operating and maintenance expenses increased by approximately $187.2 million for the year ended December 31, 2018 compared to the same period in 2017, primarily as a result of the properties acquired in the DFT Merger, which contributed approximately $138.7 million.

Pre-stabilized and other property taxes and insurance increased approximately $10.9 million for the year ended December 31, 2018 compared to the same period in 2017, primarily as a result of the properties acquired in the DFT Merger, which contributed approximately $16.1 million offset partially by a decrease in property taxes as a result of properties sold during the year ended December 31, 2018 and a reduction in property tax liabilities at certain properties in our pre-stabilized and other portfolio.

*Depreciation and Amortization*

Depreciation and amortization expense decreased by approximately $23.1 million for the year ended December 31, 2019 compared to the same period in 2018. The decrease for the year was principally due to certain intangibles related to the DFT Merger being fully amortized during the year ended December 31, 2019.

Depreciation and amortization expense increased by approximately $344.4 million for the year ended December 31, 2018 compared to the same period in 2017, principally because of amortization of finite-lived intangibles associated with the DFT Merger, which contributed approximately $310.7 million to the increase.

*General and Administrative*

General and administrative expenses increased by approximately $47.4 million for the year ended December 31, 2019 compared to the same period in 2018, primarily due to the adoption of ASC 842 which resulted in an increase in the amount of fixed compensation expenses associated with successful leasing activities which were previously capitalized under ASC 840.

General and administrative expenses increased by approximately $2.2 million for the year ended December 31, 2018 compared to the same period in 2017, primarily due to an increase in headcount from 2017 to 2018 to support the Company’s continued growth.

*Transactions and Integration Expense*

Transactions and integration expense decreased by approximately $17.4 million for the year ended December 31, 2019 compared to the same period in 2018, principally due to higher transaction costs in 2018 related to the Ascenty Acquisition.

Transactions and integration expense decreased by approximately $30.7 million for the year ended December 31, 2018 compared to the same period in 2017, principally due to expenses incurred for the DFT Merger, which was completed in September 2017 partially offset by costs incurred related to the Ascenty Acquisition.

*Interest Expense*

Interest expense increased by approximately $31.5 million for the year ended December 31, 2019 compared to the same period in 2018, primarily due to the issuances of the 4.450% 2028 Notes in June 2018, the 3.750% 2030 Notes in October of 2018, the 2.500% 2026 Notes in February 2019, the 3.600% 2029 Notes in June 2019 and the 1.125% 2028 Notes in October 2019 and the Ascenty loan offset by the early tender offer and subsequent redemption of the 5.875% 2020 Notes in January and February 2019 and the 3.400% Notes due 2020 and 2021 Notes in June 2019 and July 2019.

Interest expense increased by approximately $62.9 million for the year ended December 31, 2018 compared to the same period in 2017, primarily due to the issuances of the 2019 Notes in May 2017, the 2.750% 2024 Notes and the 2029 Notes in July 2017, the 2.750% 2023 Notes and the 2027 Notes in August 2017, the 2028 Notes in June 2018 and the 2030 Notes in October 2018.

*Impairment of Investments in Real Estate*

We evaluated the carrying value of the properties identified as held for sale to ensure the carrying value was recoverable in light of a potentially shorter holding period. As a result of our evaluation, during the years ended December 31, 2019 and 2017, we recognized $5.4 million and $29.0 million of impairment charges, respectively, on four properties (one in 2019, three in 2017) located in the United States to reduce the carrying values to the estimated fair values less costs to sell. The fair values of the four properties were based on comparable sales price data. There were no impairment charges for the year ended December 31, 2018.

*Gain on Deconsolidation*

During the year ended December 31, 2019, we recognized a gain on the deconsolidation of Ascenty of approximately $67.5 million as a result of the formation of the Ascenty joint venture with Brookfield Infrastructure.

*Gain on Disposition of Properties*

On November 1, 2019, we formed a joint venture with Mapletree, where we contributed three Turn-Key Flex® data centers, valued at approximately $1.0 billion, to the new joint venture for which we retained a 20% interest. The transaction generated approximately $0.8 billion of net proceeds to us, comprised of Mapletree's equity contribution, less our share of closing costs and accordingly we recognized a gain of approximately $266 million on the sale of the 80% interest in the joint venture.

During the year ended December 31, 2018, we recognized a gain on sale of properties of $80.4 million primarily related to the disposition of (i) 200 Quannapowitt Parkway, which sold for $15.0 million in January 2018, (ii) 34551 Ardenwood Boulevard, which sold for $73.3 million in February 2018, (iii) 3065 Gold Camp Drive, which sold for $14.2 million in March 2018, (iv) 11085 Sun Center Drive, which sold for $36.8 million in March 2018, (v) the Austin Portfolio, which sold for $47.6 million in April 2018, (vi) 2010 East Centennial Circle, which sold for $5.5 million in May 2018, (vii) 1125 Energy Park Drive, which sold for $7.0 million in May 2018 and (viii) 360 Spear Street, which sold for $92.3 million in September 2018.

During the year ended December 31, 2017, we recognized a gain on sale of properties of $40.4 million primarily related to the disposition of (i) 8025 North Interstate 35, which sold for $20.2 million in August 2017, (ii) 44874 Moran Road, which sold for $34.0 million in October 2017, and (iii) 1 Solutions Parkway, which sold for $37.1 million in November 2017.

**Liquidity and Capital Resources of the Parent Company**

In this "Liquidity and Capital Resources of the Parent Company" section and in the "Liquidity and Capital Resources of the Operating Partnership" section below, the term, our "Parent Company" refers to Digital Realty Trust, Inc. on an unconsolidated basis, excluding our Operating Partnership.

*Analysis of Liquidity and Capital Resources*

Our Parent Company's business is operated primarily through our Operating Partnership, of which our Parent Company is the sole general partner and which it consolidates for financial reporting purposes. Because our Parent Company operates on a consolidated basis with our Operating Partnership, the section entitled "Liquidity and Capital Resources of the Operating Partnership" should be read in conjunction with this section to understand the liquidity and capital resources of our Parent Company on a consolidated basis and how our Company is operated as a whole.

Our Parent Company issues public equity from time to time, but generally does not otherwise generate any capital itself or conduct any business itself, other than incurring certain expenses in operating as a public company, which are fully reimbursed by the Operating Partnership. Our Parent Company itself does not hold any indebtedness other than guarantees of the indebtedness of our Operating Partnership and certain of its subsidiaries, and its only material asset is its ownership of partnership interests of our Operating Partnership. Therefore, the consolidated assets and liabilities and the consolidated revenues and expenses of our Parent Company and our Operating Partnership are the same on their respective financial statements, except for immaterial differences related to cash, other assets and accrued liabilities that arise from public company expenses paid by our Parent Company. All debt is held directly or indirectly at the Operating Partnership level. Our Parent Company's principal funding requirement is the payment of dividends on its common and preferred stock. Our Parent Company's principal source of funding for its dividend payments is distributions it receives from our Operating Partnership.

As the sole general partner of our Operating Partnership, our Parent Company has the full, exclusive and complete responsibility for our Operating Partnership's day-to-day management and control. Our Parent Company causes our Operating Partnership to distribute such portion of its available cash as our Parent Company may in its discretion determine, in the manner provided in our Operating Partnership's partnership agreement. Our Parent Company receives proceeds from its equity issuances from time to time, but is generally required by our Operating Partnership's partnership agreement to contribute the proceeds from its equity issuances to our Operating Partnership in exchange for partnership units of our Operating Partnership.

Our Parent Company is a well-known seasoned issuer with an effective shelf registration statement filed on September 22, 2017, which allows our Parent Company to register an unspecified amount of various classes of equity securities. As circumstances warrant, our Parent Company may issue equity from time to time on an opportunistic basis, dependent upon market conditions and available pricing. Any proceeds from such equity issuances would generally be contributed to our Operating Partnership in exchange for additional equity interests in our Operating Partnership. Our Operating Partnership may use the proceeds to acquire additional properties, to fund development opportunities and for general working capital purposes, including potentially for the repurchase, redemption or retirement of outstanding debt or equity securities.

The liquidity of our Parent Company is dependent on our Operating Partnership's ability to make sufficient distributions to our Parent Company. The primary cash requirement of our Parent Company is its payment of dividends to its stockholders. Our Parent Company also guarantees our Operating Partnership's, as well as certain of its subsidiaries' and affiliates', unsecured debt. If our Operating Partnership or such subsidiaries fail to fulfill their debt requirements, which trigger Parent Company guarantee obligations, then our Parent Company will be required to fulfill its cash payment commitments under such guarantees. However, our Parent Company's only material asset is its investment in our Operating Partnership.

We believe our Operating Partnership's sources of working capital, specifically its cash flow from operations, and funds available under its global revolving credit facility are adequate for it to make its distribution payments to our Parent Company and, in turn, for our Parent Company to make its dividend payments to its stockholders. However, we cannot assure you that our Operating Partnership's sources of capital will continue to be available at all or in amounts sufficient to meet its needs, including making distribution payments to our Parent Company. The lack of availability of capital could adversely affect our Operating Partnership's ability to pay its distributions to our Parent Company, which would in turn, adversely affect our Parent Company's ability to pay cash dividends to its stockholders.

On January 4, 2019, our Parent Company entered into equity distribution agreements, which we refer to as the 2019 Equity Distribution Agreements, under which it can issue and sell shares of its common stock having an aggregate offering price of up to $1.0 billion from time to time in "at the market" offerings as defined in Rule 415 of the Securities Act. To date, no sales have been made under the program. For additional information regarding the 2019 Equity Distribution Agreements, see Note 13 to our consolidated financial statement contained herein.

On March 13, 2019 and March 15, 2019, our Parent Company completed an underwritten public offering of 8,400,000 shares in the aggregate of its 5.850% series K cumulative redeemable preferred stock for net proceeds of approximately $203.4 million after deducting the underwriting discount and other estimated expenses payable by our Parent Company.

On April 1, 2019, our Parent Company redeemed all 14,600,000 outstanding shares of its 7.375% series H cumulative redeemable preferred stock, or the series H preferred stock, for $25.00 per share. The redemption price was equal to the original issuance price of $25.00 per share, plus accrued and unpaid dividends up to but not including the redemption date. The excess of the redemption price over the carrying value of the series H preferred stock of approximately $11.8 million relates to the original issuance costs and was recorded as a reduction to net income available to common stockholders.

On October 10, 2019, our Parent Company completed an underwritten public offering of 13,800,000 shares in the aggregate of its 5.200% series L cumulative redeemable preferred stock for net proceeds of approximately $334.6 million after deducting the underwriting discount and other estimated expenses payable by our Parent Company.

*Future Uses of Cash*

Our Parent Company may from time to time seek to retire, redeem or repurchase its equity or the debt securities of our Operating Partnership or its subsidiaries through cash purchases and/or exchanges for equity securities in open market purchases, privately negotiated transactions or otherwise. Such repurchases, redemptions or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions or other factors. The amounts involved may be material.

We are also subject to the commitments discussed below under “Dividends and Distributions.”

*Dividends and Distributions*

Our Parent Company is required to distribute 90% of its taxable income (excluding capital gains) on an annual basis in order for it to continue to qualify as a REIT for federal income tax purposes. Accordingly, our Parent Company intends to make, but is not contractually bound to make, regular quarterly distributions to its common stockholders from cash flow from our Operating Partnership’s operating activities. While historically our Parent Company has satisfied this distribution requirement by making cash distributions to its stockholders, it may choose to satisfy this requirement by making distributions of cash or other property. All such distributions are at the discretion of our Parent Company’s Board of Directors. Our Parent Company considers market factors and our Operating Partnership’s performance in addition to REIT requirements in determining distribution levels. Our Parent Company has distributed at least 100% of its taxable income annually since inception to minimize corporate level federal income taxes. Amounts accumulated for distribution to stockholders are invested primarily in interest-bearing accounts and short-term interest-bearing securities, which are consistent with our intention to maintain our Parent Company’s status as a REIT.

As a result of this distribution requirement, our Operating Partnership cannot rely on retained earnings to fund its on-going operations to the same extent that other companies whose parent companies are not REITs can. Our Parent Company may need to continue to raise capital in the debt and equity markets to fund our Operating Partnership’s working capital needs, as well as potential developments at new or existing properties, acquisitions or investments in existing or newly created joint ventures. In addition, our Parent Company may be required to use borrowings under our global revolving credit facility, if necessary, to meet REIT distribution requirements and maintain our Parent Company’s REIT status.

Our Parent Company declared the following dividends on its common and preferred stock during the years ended December 31, 2019, 2018 and 2017 (in thousands, except per share amounts):

| Date dividend declared | Dividend payment date | Series C Preferred Stock | Series F Preferred Stock | Series G Preferred Stock | Series H Preferred Stock | Series I Preferred Stock | Series J Preferred Stock | Series K Preferred Stock | Series L Preferred Stock | Common Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| March 1, 2017 | March 31, 2017 | $ — | $ 3,023 | $ 3,672 | $ 6,730 | $ 3,969 | $ — | $ — | $ — | $ 148,358 (1) |
| May 8, 2017 | June 30, 2017 | — | — (2) | 3,672 | 6,730 | 3,969 | — | — | — | 150,814 (1) |
| August 7, 2017 | September 29, 2017 | — | — | 3,672 | 6,730 | 3,969 | — | — | — | 191,041 (1) |
| November 2, 2017 | December 29, 2017 for Preferred Stock; January 12, 2018 for Common Stock | 3,963 (3) | — | 3,672 | 6,730 | 3,969 | 4,200 (3) | — | — | 191,067 (1) |
| | | $ 3,963 | $ 3,023 | $ 14,688 | $ 26,920 | $ 15,876 | $ 4,200 | $ — | $ — | $ 681,280 |
| March 1, 2018 | March 30, 2018 | $ 3,333 | $ — | $ 3,672 | $ 6,730 | $ 3,969 | $ 2,625 | $ — | $ — | $ 208,015 (4) |
| May 8, 2018 | June 29, 2018 | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 208,071 (4) |
| August 14, 2018 | September 28, 2018 | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 208,166 (4) |
| November 12, 2018 | December 31, 2018 for Preferred Stock; January 15, 2019 for Common Stock | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 208,415 (4) |
| | | $ 13,332 | $ — | $ 14,688 | $ 26,920 | $ 15,876 | $ 10,500 | $ — | $ — | $ 832,667 |
| February 21, 2019 | March 29, 2019 | $ 3,333 | — | $ 3,672 | $ 6,730 | $ 3,969 | $ 2,625 | $ — | $ — | $ 224,802 (5) |
| May 13, 2019 | June 28, 2019 | 3,333 | — | 3,672 | — (6) | 3,969 | 2,625 | 3,686 (7) | — | 224,895 (5) |
| August 13, 2019 | September 30, 2019 | 3,333 | — | 3,672 | — | 3,969 | 2,625 | 3,071 | — | 225,188 (5) |
| November 19, 2019 | December 31, 2019 for Preferred Stock; January 15, 2020 for Common Stock | 3,333 | — | 3,672 | — | 3,969 | 2,625 | 3,071 | 4,036 (8) | 225,488 (5) |
| | | $ 13,332 | $ — | $ 14,688 | $ 6,730 | $ 15,876 | $ 10,500 | $ 9,828 | $ 4,036 | $ 900,373 |
| Annual rate of dividend per share | | $ 1.65625 | $ 1.65625 | $ 1.46875 | $ 1.84375 | $ 1.58750 | $ 1.31250 | $ 1.46250 | $ 1.30000 | |

(1) $3.720 annual rate of dividend per share.
(2) Redeemed on April 5, 2017 for $25.01840 per share, or a redemption price of $25.00 per share, plus accrued and unpaid dividends up to but not including the redemption date of approximately $0.1 million in the aggregate. In connection with the redemption, the previously incurred offering costs of approximately $6.3 million were recorded as a reduction to net income available to common stockholders.
(3) Represents a pro rata dividend from and including the original issue date to and including December 31, 2017.
(4) $4.040 annual rate of dividend per share.
(5) $4.320 annual rate of dividend per share.
(6) Redeemed on April 1, 2019 for $25.00 per share, or a redemption price of $25.00 per share, plus accrued and unpaid dividends up to but not including the redemption date. In connection with the redemption, the previously incurred offering costs of approximately $11.8 million were recorded as a reduction to net income available to common stockholders.
(7) Represents a pro rata dividend from and including the original issue date to and including June 30, 2019.
(8) Represents a pro rata dividend from and including the original issue date to and including December 31, 2019.

Distributions out of our Parent Company's current or accumulated earnings and profits are generally classified as ordinary income whereas distributions in excess of our Parent Company's current and accumulated earnings and profits, to the extent of a stockholder's U.S. federal income tax basis in our Parent Company's stock, are generally classified as a return of capital. Distributions in excess of a stockholder's U.S. federal income tax basis in our Parent Company's stock are generally characterized as capital gain. Cash provided by operating activities has been generally sufficient to fund distributions on an annual basis, however, we may also need to utilize borrowings under the global revolving credit facility to fund distributions.

The expected tax treatment of distributions on our Parent Company's common stock and preferred stock paid in 2019 is as follows: approximately 83% ordinary income and 17% return of capital. The tax treatment of distributions on our Parent Company's common stock paid in 2018 was as follows: approximately 80% ordinary income and 20% return of capital. Distributions on our Parent Company's preferred stock paid in 2018 were treated as 100% ordinary income.

The tax treatment of distributions on our Parent Company's common stock and preferred stock paid in 2017 was as follows: approximately 95% ordinary income and 5% capital gain distribution.

**Liquidity and Capital Resources of the Operating Partnership**

In this "Liquidity and Capital Resources of the Operating Partnership" section, the terms "we", "our" and "us" refer to our Operating Partnership together with its consolidated subsidiaries or our Operating Partnership and our Parent Company together with their consolidated subsidiaries, as the context requires.

*Analysis of Liquidity and Capital Resources*

Our Parent Company is our sole general partner and consolidates our results of operations for financial reporting purposes. Because we operate on a consolidated basis with our Parent Company, the section entitled "Liquidity and Capital Resources of the Parent Company" should be read in conjunction with this section to understand our liquidity and capital resources on a consolidated basis.

As of December 31, 2019, we had $89.8 million of cash and cash equivalents, excluding $7.4 million of restricted cash. Restricted cash primarily consists of contractual capital expenditures plus other deposits.

Our global revolving credit facility provides for borrowings up $2.35 billion. We have the ability from time to time to increase the size of the global revolving credit facility and our term loan facility, in any combination, by up to $1.25 billion, subject to the receipt of lender commitments and other conditions precedent. The global revolving credit facility matures on January 24, 2023, with two six-month extension options available. The global revolving credit facility provides for borrowings in U.S., Canadian, Singapore, Australian and Hong Kong dollars, as well as Euro, British pound sterling and Japanese yen and includes the ability to add additional currencies in the future. We have used and intend to use available borrowings under the global revolving credit facility to acquire additional properties, fund development opportunities and for general working capital and other corporate purposes, including potentially for the repurchase, redemption or retirement of outstanding debt or equity securities. For additional information regarding our global revolving credit facility and term loan facility, see Note 9 to our consolidated financial statement contained herein.

Our short-term liquidity requirements primarily consist of operating expenses, development costs and other expenditures associated with our properties, distributions to our Parent Company in order for it to make dividend payments on its preferred stock, distributions to our Parent Company in order for it to make dividend payments to its stockholders required to maintain its REIT status, distributions to the unitholders of common limited partnership interests in Digital Realty Trust, L.P., capital expenditures, debt service on our loans and senior notes, and, potentially, acquisitions. We expect to meet our short-term liquidity requirements through net cash provided by operations, restricted cash accounts established for certain future payments and by drawing upon our global revolving credit facilities.

For a discussion of the potential impact of current global economic and market conditions on our liquidity and capital resources, see "—Factors Which May Influence Future Results of Operations—Global market and economic conditions" above.

On January 4, 2019, our Parent Company entered into the 2019 Equity Distribution Agreements under which it can issue and sell shares of its common stock having an aggregate offering price of up to $1.0 billion from time to time in "at the market" offerings as defined in Rule 415 of the Securities Act. To date, no sales have been made under the program. For additional information regarding the 2019 Equity Distribution Agreements, see Note 13 to our consolidated financial statement contained herein.

On June 14, 2019, we issued $900.0 million in aggregate principal amount of notes, maturing on July 1, 2029 with an interest rate of 3.600% per annum, which we refer to as the 3.600% 2029 Notes. The purchase price paid by the initial purchasers was 99.823% of the principal amount. The 3.600% 2029 Notes are our general unsecured senior obligation, rank equally in right of payment with all of our other senior unsecured indebtedness and are fully and unconditionally guaranteed by our Parent Company. Interest on the 3.600% 2029 Notes is payable on January 1 and July 1 of each year,

beginning on January 1, 2020. The net proceeds from the offering after deducting the original issue discount of approximately $1.6 million and underwriting commissions and expenses of approximately $7.8 million was approximately $890.6 million. We used the net proceeds from this offering to finance the tender offer for, and redemption of, our 3.400% 2020 Notes and 2021 Notes, temporarily repay borrowings under our global revolving credit facility and for general corporate purposes.

On October 9, 2019, Digital Euro Finco, LLC, a wholly owned indirect finance subsidiary of the Operating Partnership, issued and sold €500.0 million (approximately $548.6 million based on the exchange rate on October 9, 2019) aggregate principal amount of 1.125% Guaranteed Notes due 2028, or the 2028 Notes. The 2028 Notes are senior unsecured obligations of Digital Euro Finco, LLC and are fully and unconditionally guaranteed by the Parent Company and the Operating Partnership. Net proceeds from the offering were approximately €491.9 million (approximately $539.7 million based on the exchange rate on October 9, 2019) after deducting managers' discounts and estimated offering expenses. We used the net proceeds from the offering to repay borrowings outstanding under our global revolving credit facility and for other general corporate purposes.

*Construction ($ in thousands)*

| Development Lifecycle | As of December 31, 2019 | | | | As of December 31, 2018 | | | |
|---|---|---|---|---|---|---|---|---|
| (dollars in thousands) | Net Rentable Square Feet (1) | Current Investment (2) | Future Investment (3) | Total Cost | Net Rentable Square Feet (1) | Current Investment (4) | Future Investment (3) | Total Cost |
| **Land held for future development (5)** | **N/A** | **$ 147,597** | **$ —** | **$ 147,597** | **N/A** | **$ 162,941** | **$ —** | **$ 162,941** |
| **Construction in Progress and Space Held for Development** | | | | | | | | |
| Land - Current Development (5) | N/A | $ 517,900 | $ — | $ 517,900 | N/A | $ 385,892 | $ — | $ 385,892 |
| Space Held for Development (6) | 1,281,169 | 241,563 | — | 241,563 | 1,805,844 | 396,440 | — | 396,440 |
| Base Building Construction | 2,936,071 | 485,489 | 404,082 | 889,571 | 1,724,740 | 214,634 | 223,360 | 437,994 |
| Data Center Construction | 1,175,673 | 441,852 | 703,607 | 1,145,459 | 1,103,465 | 586,995 | 521,387 | 1,108,382 |
| Equipment Pool & Other Inventory | N/A | 27,283 | — | 27,283 | N/A | 14,558 | — | 14,558 |
| Campus, Tenant Improvements & Other | N/A | 18,468 | 22,968 | 41,436 | N/A | 23,409 | 16,228 | 39,637 |
| **Total Construction in Progress and Land Held for Future Development** | **5,392,913** | **$ 1,880,152** | **$ 1,130,657** | **$ 3,010,809** | **4,634,049** | **$ 1,784,869** | **$ 760,975** | **$ 2,545,844** |

(1) Square footage is based on current estimates and project plans, and may change upon completion of the project or due to remeasurement.
(2) Represents balances incurred through December 31, 2019.
(3) Represents estimated cost to complete specific scope of work pursuant to contract, budget or approved capital plan.
(4) Represents balances incurred through December 31, 2018.
(5) Represents approximately 944 acres as of December 31, 2019 and approximately 959 acres as of December 31, 2018.
(6) Excludes space held for development through unconsolidated joint ventures.

Land inventory and space held for development reflect cumulative cost spent pending future development. Base building construction consists of ongoing improvements to building infrastructure in preparation for future data center fit-out. Data center construction includes 4.1 million square feet of Turn-Key Flex®, colocation and Powered Base Building® product. Generally, we expect to deliver the space within 12 months; however, lease commencement dates may significantly impact final delivery schedules. Equipment pool and other inventory represent the value of long-lead equipment and materials required for timely deployment and delivery of data center construction fit-out. Campus, tenant improvements and other costs include the value of development work which benefits space recently converted to our operating portfolio and is composed primarily of shared infrastructure projects and first-generation tenant improvements.

*Future Uses of Cash*

Our properties require periodic investments of capital for tenant-related capital expenditures and for general capital improvements. As of December 31, 2019, we had approximately 4.5 million square feet of space under active development and approximately 1.8 million square feet of space held for development. Turn-Key Flex® space is move-

in-ready space for the placement of computer and network equipment required to provide a data center environment. Depending on demand for additional Turn-Key Flex® space, we expect to incur significant tenant improvement costs to build out and develop these types of spaces. At December 31, 2019, excluding non-managed joint ventures, approximately 4.1 million square feet was under construction for Turn-Key Flex® and Powered Base Building® products, all of which are expected to be income producing on or after completion, in seven U.S. metropolitan areas, five European metropolitan areas, three Asian metropolitan areas, one Australian metropolitan area and one Canadian metropolitan area, consisting of approximately 2.9 million square feet of base building construction and 1.2 million square feet of data center construction. At December 31, 2019, we had open commitments, including amounts reimbursable of approximately $25.4 million, related to construction contracts of approximately $472.7 million.

We currently expect to incur significant capital expenditures for our development programs during the year ending December 31, 2020, although the amount may increase or decrease, potentially materially, based on numerous factors, including changes in demand, leasing results and availability of debt or equity capital.

*Historical Capital Expenditures*

| | Year Ended December 31, | |
|---|---|---|
| | 2019 | 2018 |
| Development projects | $ 1,166,218 | $ 1,115,149 |
| Enhancement and improvements | 3,249 | 14,240 |
| Recurring capital expenditures | 180,713 | 132,226 |
| Total capital expenditures (excluding indirect costs) | $ 1,350,180 | $ 1,261,615 |

For the year ended December 31, 2019, total capital expenditures increased $88.6 million to approximately $1.4 billion from $1.3 billion for the same period in 2018. Capital expenditures on our development projects plus our enhancement and improvements projects for the year ended December 31, 2019 were approximately $1.2 billion, which reflects an increase of approximately 4% from the same period in 2018. This increase was primarily due to increased spending for ground-up development projects (including development projects acquired in the DFT Merger) and base building improvements. Our development capital expenditures are generally funded by our available cash and equity and debt capital.

Indirect costs, including capitalized interest, capitalized in the years ended December 31, 2019 and 2018 were $86.7 million and $108.4 million, respectively. Capitalized interest comprised approximately $40.2 million and $34.7 million of the total indirect costs capitalized for the years ended December 31, 2019 and 2018, respectively. Capitalized interest in the year ended December 31, 2019 increased, compared to the same period in 2018, due to an increase in qualifying activities. See “—Future Uses of Cash” above for a discussion of the amount of capital expenditures we expect to incur during the year ending December 31, 2020.

We are also subject to the commitments discussed below under “Commitments and Contingencies,” “Off-Balance Sheet Arrangements” and “Distributions.”

Consistent with our growth strategy, we actively pursue opportunities for potential acquisitions, with due diligence and negotiations often at different stages at different times. The dollar value of acquisitions for the year ending December 31, 2020 will be based on numerous factors, including customer demand, leasing results, availability of debt or equity capital and acquisition opportunities. Further, the growing acceptance by private institutional investors of the data center asset class has generally pushed capitalization rates lower, as such private investors may often have lower return expectations than us. As a result, we anticipate near-term single asset acquisitions activity to comprise a smaller percentage of our growth while this market dynamic persists.

We may from time to time seek to retire or repurchase our outstanding debt or the equity of our Parent Company through cash purchases and/or exchanges for equity securities of our Parent Company in open market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions or other factors. The amounts involved may be material.

We expect to meet our short-term and long-term liquidity requirements, including to pay for scheduled debt maturities and to fund acquisitions and non-recurring capital improvements, with net cash from operations, future long-term secured and unsecured indebtedness and the issuance of equity and debt securities and the proceeds of equity issuances by our Parent Company. We also may fund future short-term and long-term liquidity requirements, including acquisitions and non-recurring capital improvements, using our global revolving credit facilities pending permanent financing. If we are not able to obtain additional financing on terms attractive to us, or at all, including as a result of the circumstances described above under "Factors Which May Influence Future Results of Operations—Global market and economic conditions", we may be required to reduce our acquisition or capital expenditure plans, which could have a material adverse effect upon our business and results of operations.

*Distributions*

All distributions on our units are at the discretion of our Parent Company's Board of Directors. In 2019, 2018 and 2017, our Operating Partnership declared the following distributions (in thousands):

| Date distribution declared | Distribution payment date | Series C Preferred Units | Series F Preferred Units | Series G Preferred Units | Series H Preferred Units | Series I Preferred Units | Series J Preferred Units | Series K Preferred Units | Series L Preferred Units | Common Units |
|---|---|---|---|---|---|---|---|---|---|---|
| Mar 1, 2017 | March 31, 2017 | $ — | $ 3,023 | $ 3,672 | $ 6,730 | $ 3,969 | $ — | $ — | $ — | $ 150,968 (1) |
| May 8, 2017 | June 30, 2017 | — | — (2) | 3,672 | 6,730 | 3,969 | — | — | — | 153,176 (1) |
| Aug 7, 2017 | September 29, 2017 | — | — | 3,672 | 6,730 | 3,969 | — | — | — | 199,049 (1) |
| Nov 2, 2017 | December 29, 2017 for Preferred Units; January 12, 2018 for Common Units | 3,963 (3) | — | 3,672 | 6,730 | 3,969 | 4,200 (5) | — | — | 199,061 (1) |
| | | $ 3,963 | $ 3,023 | $ 14,688 | $ 26,920 | $ 15,876 | $ 4,200 | $ — | $ — | $ 702,254 |
| Mar 1, 2017 | March 30, 2018 | $ 3,333 | $ — | $ 3,672 | $ 6,730 | $ 3,969 | $ 2,625 | $ — | $ — | $ 216,953 (4) |
| May 8, 2018 | June 29, 2018 | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 216,789 (4) |
| Aug 14, 2018 | September 28, 2018 | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 216,825 (4) |
| Nov 12, 2018 | December 31, 2018 for Preferred Units; January 15, 2019 for Common Units | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 216,838 (4) |
| | | $ 13,332 | $ — | $ 14,688 | $ 26,920 | $ 15,876 | $ 10,500 | $ — | $ — | $ 867,405 |
| February 21, 2019 | March 29, 2019 | $ 3,333 | $ — | $ 3,672 | $ 6,730 | $ 3,969 | $ 2,625 | $ — | $ — | $ 235,256 (5) |
| May 13, 2019 | June 28, 2019 | 3,333 | — | 3,672 | — (6) | 3,969 | 2,625 | 3,686 (7) | — | 235,142 (5) |
| August 13, 2019 | September 30, 2019 | 3,333 | — | 3,672 | — | 3,969 | 2,625 | 3,071 | — | 235,164 (5) |
| November 19, 2019 | December 31, 2019 for Preferred Units; January 15, 2020 for Common Units | 3,333 | — | 3,672 | — | 3,969 | 2,625 | 3,071 | 4,036 (8) | 235,154 (5) |
| | | $ 13,332 | $ — | $ 14,688 | $ 6,730 | $ 15,876 | $ 10,500 | $ 9,828 | $ 4,036 | $ 940,716 |
| Annual rate of distribution per unit | | $ 1.65625 | $ 1.65625 | $ 1.46875 | $ 1.84375 | $ 1.58750 | $ 1.31250 | $ 1.46250 | $ 1.30000 | |

(1) $3.720 annual rate of distribution per unit.

(2) Redeemed on April 5, 2017 for $25.01840 per unit, or a redemption price of $25.00 per unit, plus accrued and unpaid distributions up to but not including the redemption date of approximately $0.1 million in the aggregate. In connection with the redemption, the previously incurred offering costs of approximately $6.3 million were recorded as a reduction to net income available to common unitholders.

(3) Represents a pro rata distribution from and including the original issue date to and including December 31, 2017.

(4) $4.040 annual rate of distribution per unit.

(5) $4.320 annual rate of distribution per unit.

(6) Redeemed on April 1, 2019 for $25.00 per unit, or a redemption price of $25.00 per unit, plus accrued and unpaid distributions up to but not including the redemption date. In connection with the redemption, the previously incurred offering costs of approximately $11.8 million were recorded as a reduction to net income available to common unitholders.

(7) Represents a pro rata distribution from and including the original issue date to and including June 30, 2019.

(8) Represents a pro rata distribution from and including the original issue date to and including December 31, 2019.

As of December 31, 2019, we were a party to interest rate swap agreements which hedge variability in cash flows related the U.S. LIBOR and CDOR-based tranches of our debt. Under these swaps, we pay variable-rate amounts in exchange for fixed-rate payments over the life of the agreements without exchange of the underlying principal amounts. See Item 7A. “Quantitative and Qualitative Disclosures about Market Risk.”

The following table summarizes our debt, interest, lease and construction contract payments due by period as of December 31, 2019 (in thousands):

| Obligation | 2020 | 2021-2022 | 2023-2024 | Thereafter | Total |
|---|---|---|---|---|---|
| Secured and unsecured debt [1] | $ 1,089 | $ 800,000 | $ 2,914,886 | $ 6,489,458 | $ 10,205,433 |
| Interest payable [2] | 331,761 | 646,638 | 451,867 | 573,388 | 2,003,654 |
| Operating and finance leases [3] | 94,158 | 184,143 | 173,142 | 704,502 | 1,155,945 |
| Construction contracts [4] | 472,660 | — | — | — | 472,660 |
| | $ 899,668 | $ 1,630,781 | $ 3,539,895 | $ 7,767,348 | $ 13,837,692 |

(1) Includes $245.8 million of borrowings under our global revolving credit facilities and $0.8 billion of borrowings under our unsecured term loans and excludes unamortized premiums (discounts) and deferred financing costs reflected on the consolidated balance sheets under Item 8 in this annual report on Form 10-K.

(2) Interest payable is based on the interest rates in effect on December 31, 2019, including the effect of interest rate swaps. Interest payable excluding the effect of interest rate swaps is as follows (in thousands):

| | |
|---|---|
| 2020 | $ 333,917 |
| 2021-2022 | 650,949 |
| 2023-2024 | 452,020 |
| Thereafter | 573,388 |
| | $ 2,010,274 |

(3) Beginning January 1, 2019, as a lessee we were required to record both a right-of-use asset and lease liability for our ground and office space leases based on the present value of our future minimum lease payments. See Note 4 to the Consolidated Financial Statements for additional information.

(4) From time to time in the normal course of our business, we enter into various construction contracts with third parties that may obligate us to make payments. At December 31, 2019, we had open commitments, including amounts reimbursable of approximately $25.4 million, related to construction contracts of approximately $472.7 million.

*Outstanding Consolidated Indebtedness*

The table below summarizes our debt maturities and principal payments as of December 31, 2019 (in thousands):

| | Global Revolving Credit Facilities [1] | Unsecured Term Loans [1] | Unsecured Senior Notes | Secured Debt | Total Debt |
|---|---|---|---|---|---|
| 2020 | $ — | $ — | $ — | $ 1,089 | $ 1,089 |
| 2021 | — | — | — | — | — |
| 2022 | — | — | 800,000 | — | 800,000 |
| 2023 | 99,315 | 813,205 | 747,710 | 104,000 | 1,764,230 |
| 2024 | 146,451 | — | 1,004,205 | — | 1,150,656 |
| Thereafter | — | — | 6,489,458 | — | 6,489,458 |
| Subtotal | $ 245,766 | $ 813,205 | $ 9,041,373 | $ 105,089 | $ 10,205,433 |
| Unamortized discount | — | — | (22,554) | — | (22,554) |
| Unamortized premium | — | — | 6,409 | 54 | 6,463 |
| Total | $ 245,766 | $ 813,205 | $ 9,025,228 | $ 105,143 | $ 10,189,342 |

(1) Subject to two six-month extension options exercisable by us. The bank group is obligated to grant the extension options provided we give proper notice, we make certain representations and warranties and no default exists under the global revolving credit facility, as applicable.

The table below summarizes our debt, as of December 31, 2019 (in millions):

| | |
|---|---|
| **Debt Summary:** | |
| Fixed rate | $ 9,042.5 |
| Variable rate debt subject to interest rate swaps | 479.8 |
| Total fixed rate debt (including interest rate swaps) | 9,522.3 |
| Variable rate—unhedged | 683.1 |
| Total | $ 10,205.4 |
| **Percent of Total Debt:** | |
| Fixed rate (including swapped debt) | 93.3 % |
| Variable rate | 6.7 % |
| Total | 100.0 % |
| | |
| **Effective Interest Rate as of December 31, 2019** | |
| Fixed rate (including hedged variable rate debt) | 3.35 % |
| Variable rate | 1.94 % |
| Effective interest rate | 3.25 % |

(1) Excludes impact of deferred financing cost amortization.

As of December 31, 2019, we had approximately $10.2 billion of outstanding consolidated long-term debt as set forth in the table above. Our ratio of debt to total enterprise value was approximately 27% (based on the closing price of Digital Realty Trust, Inc.'s common stock on December 31, 2019 of $119.74). For this purpose, our total enterprise value is defined as the sum of the market value of Digital Realty Trust, Inc.'s outstanding common stock (which may decrease, thereby increasing our debt to total enterprise value ratio), plus the liquidation value of Digital Realty Trust, Inc.'s preferred stock, plus the aggregate value of our Operating Partnership's units not held by Digital Realty Trust, Inc. (with the per unit value equal to the market value of one share of Digital Realty Trust, Inc.'s common stock and excluding long-term incentive units, Class C units and Class D units), plus the book value of our total consolidated indebtedness.

The variable rate debt shown above bore interest at interest rates based on various one-month LIBOR, EURIBOR, GBP LIBOR, SOR, BBR, HIBOR, JPY LIBOR, CDOR and U.S. Prime rates, depending on the respective agreement

governing the debt, including our global revolving credit facilities and unsecured term loans. As of December 31, 2019, our debt had a weighted average term to initial maturity of approximately 6.3 years (or approximately 6.3 years assuming exercise of extension options).

**Off-Balance Sheet Arrangements**

As of December 31, 2019, we were party to interest rate swap agreements related to $479.8 million of outstanding principal amount on our variable rate debt. See Item 7A. “Quantitative and Qualitative Disclosures about Market Risk.”

As of December 31, 2019, our pro-rata share of secured debt of unconsolidated joint ventures was approximately $591.2 million, of which $10.2 million is subject to an interest rate cap agreement.

**Cash Flows**

The following summary discussion of our cash flows is based on the consolidated statements of cash flows and is not meant to be an all-inclusive discussion of the changes in our cash flows for the periods presented below.

*Comparison of Year Ended December 31, 2019 to Year Ended December 31, 2018 and Comparison of Year Ended December 31, 2018 to Year Ended December 31, 2017*

The following table shows cash flows and ending cash, cash equivalent and restricted cash balances for the years ended December 31, 2019, 2018 and 2017 (in thousands).

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Net cash provided by operating activities | $ 1,513,817 | $ 1,385,324 | $ 1,023,305 |
| Net cash used in investing activities | (274,992) | (3,035,993) | (1,357,153) |
| Net cash (used in) provided by financing activities | (1,272,021) | 1,757,269 | 321,200 |
| Net (decrease) increase in cash, cash equivalents and restricted cash | $ (33,196) | $ 106,600 | $ (12,648) |

Cash provided by operating activities in 2019 increased approximately $128.5 million over 2018 and cash provided by operating activities in 2018 increased approximately $362.0 million over 2017. The 2019 increase was primarily due to properties placed into service during the twelve months ended December 31, 2019. The increases in cash flow were partially offset by properties sold in 2018 and 2019 and an increase in interest expense. The 2018 increase was driven by year-over-year increase in the cash flow from properties acquired in the September 2017 DFT Merger. The increases in cash flow were offset by properties sold in 2017 and 2018 and an increase in interest expense.

Net cash used in investing activities consisted of the following amounts (in thousands).

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | Change |
| Improvements to investments in real estate | $ (1,436,902) | $ (1,325,162) | $ (111,740) |
| Ascenty acquisition, net of cash assumed | — | (1,563,830) | 1,563,830 |
| Acquisitions of real estate | (75,704) | (410,712) | 335,008 |
| Prepaid construction costs and other investments | (2,597) | (13,254) | 10,657 |
| Proceeds from sale of properties, net of sales costs | — | 286,204 | (286,204) |
| Proceeds from joint venture transactions | 1,494,881 | — | 1,494,881 |
| Deconsolidation of Ascenty cash | (97,081) | — | (97,081) |
| Investment in unconsolidated joint ventures | (101,101) | (673) | (100,428) |
| Other | (56,488) | (8,566) | (47,922) |
| Net cash used in investing activities | $ (274,992) | $ (3,035,993) | $ 2,761,001 |

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2018 | 2017 | Change |
| Ascenty acquisition, net of cash assumed | $ (1,563,830) | $ — | $ (1,563,830) |
| Improvements to investments in real estate | (1,325,162) | (1,150,619) | (174,543) |
| Acquisitions of real estate | (410,712) | (415,764) | 5,052 |
| Prepaid construction costs and other investments | (13,254) | — | (13,254) |
| Proceeds from sale of properties, net of sales costs | 286,204 | 89,333 | 196,871 |
| Distribution from debt proceeds from closing of joint venture | — | 135,793 | (135,793) |
| Investment in unconsolidated joint ventures | (673) | (93,405) | 92,732 |
| Excess proceeds from forward contracts | — | 63,956 | (63,956) |
| Other | (8,566) | 13,553 | (22,119) |
| Net cash used in investing activities | $ (3,035,993) | $ (1,357,153) | $ (1,678,840) |

Net cash flows (used in) provided by financing activities for the Company consisted of the following amounts (in thousands).

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Repayments of short-term borrowings, net of proceeds | $ (1,412,388) | $ 1,100,651 | $ (124,130) |
| Net proceeds from issuance of common and preferred stock, including equity plans | 541,082 | 7,068 | 411,309 |
| Redemption of preferred stock | (365,050) | — | (182,500) |
| Proceeds from secured / unsecured debt | 2,848,296 | 2,192,629 | 2,352,230 |
| Repayment on secured / unsecured debt | (1,915,301) | (674,926) | (1,411,907) |
| Distribution payments | (996,766) | (930,782) | (715,209) |
| Capital contributions from (distributions to) noncontrolling interests in consolidated joint ventures, net | 63,173 | 66,124 | (8,593) |
| Other | (35,067) | (3,495) | — |
| Net cash (used in) provided by financing activities | $ (1,272,021) | $ 1,757,269 | $ 321,200 |

The increase in cash used in financing activities was due to repayments of borrowings, net of proceeds, increasing during the year ended December 31, 2019 as compared to 2018 and the repayment of the Floating rate notes due 2019, 5.875% 2020 Notes, 3.400% 2020 Notes and 2021 Notes along with the redemption of the series H preferred stock offset by higher proceeds in 2019 from the issuance of the series K preferred stock, series L preferred stock, 2026 Notes, 1.125% 2028 Notes, 3.600% 2029 Notes and 2030 Notes. The increase in dividend and distribution payments for the year ended December 31, 2019 as compared to 2018 was a result of an increase in the number of shares outstanding and increased dividend amount per share of common stock in the year ended December 31, 2019 as compared to 2018.

The increase in cash provided by financing activities was due to proceeds from borrowings, net of repayments increasing during the year ended December 31, 2018 as compared to 2017 offset by higher proceeds in 2017 from the issuance of the 2019 Notes, 2.750% 2024 Notes, 2029 Notes, 2.750% 2023 Notes and 2027 Notes as compared to the proceeds in 2018 from the issuance of the 2028 Notes and 2030 Notes. The increase in dividend and distribution payments for the year ended December 31, 2018 as compared to 2017 was a result of an increase in the number shares

outstanding due to the DFT Merger and increased dividend amount per share of common stock in 2018 as compared to 2017. The 2018 borrowing activity was used in part to fund a portion of the Ascenty Acquisition.

Net cash flows (used in) provided by financing activities for the Operating Partnership consisted of the following amounts (in thousands).

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Proceeds from borrowings, net of repayments | $ (1,412,388) | $ 1,100,651 | $ (124,130) |
| General partner contributions, net | 176,032 | 7,068 | 228,809 |
| Proceeds from secured / unsecured debt | 2,848,296 | 2,192,629 | 2,352,230 |
| Repayment on secured / unsecured debt | (1,915,301) | (674,926) | (1,411,907) |
| Distribution payments | (996,766) | (930,782) | (715,209) |
| Capital contributions from (distributions to) noncontrolling interests in consolidated joint ventures, net | 63,173 | 66,124 | (8,593) |
| Other | (35,067) | (3,495) | — |
| Net cash (used in) provided by financing activities | $ (1,272,021) | $ 1,757,269 | $ 321,200 |

The increase in cash used in financing activities was due to repayments of borrowings, net of proceeds, increasing during the year ended December 31, 2019 as compared to 2018 and the repayment of the Floating rate notes due 2019, 5.875% 2020 Notes, 3.400% 2020 Notes and 2021 Notes along with the redemption of the series H preferred units offset by higher proceeds in 2019 from the issuance of the series K preferred units, series L preferred units, 2026 Notes, 1.125% 2028 Notes, 3.600% 2029 Notes and 2030 Notes. The increase in distribution payments for the year ended December 31, 2019 as compared to 2018 was a result of an increase in the number of units outstanding and increased distribution amount per common unit in the year ended December 31, 2019 as compared to 2018.

The increase in cash provided by financing activities was due to proceeds from borrowings, net of repayments increasing during the year ended December 31, 2018 as compared to 2017 offset by higher proceeds in 2017 from the issuance of the 2019 Notes, 2.750% 2024 Notes, 2029 Notes, 2.750% 2023 Notes and 2027 Notes as compared to the proceeds in 2018 from the issuance of the 2028 Notes and 2030 Notes. The increase in distribution payments for the year ended December 31, 2018 as compared to 2017 was a result of an increase in the number of common units outstanding due to the DFT Merger and increased distribution amount per common unit in 2018 as compared to 2017. The 2018 borrowing activity was used in part to fund a portion of the Ascenty Acquisition.

**Noncontrolling Interests in Operating Partnership**

Noncontrolling interests relate to the common units in our Operating Partnership that are not owned by Digital Realty Trust, Inc., which, as of December 31, 2019, amounted to 4.1% of our Operating Partnership common units. Historically, our Operating Partnership has issued common units to third party sellers in connection with our acquisition of real estate interests from such third parties.

Limited partners have the right to require our Operating Partnership to redeem part or all of their common units for cash based upon the fair market value of an equivalent number of shares of Digital Realty Trust, Inc. common stock at the time of the redemption. Alternatively, we may elect to acquire those common units in exchange for shares of Digital Realty Trust, Inc. common stock on a one-for-one basis, subject to adjustment in the event of stock splits, stock dividends, issuance of stock rights, specified extraordinary distributions and similar events. As of December 31, 2019, approximately 0.2 million common units of the Operating Partnership that were issued to certain former unitholders in the DFT Operating Partnership in connection with the DFT Merger were outstanding, which are subject to certain restrictions and, accordingly, are not presented as permanent capital in the consolidated balance sheet.

**Inflation**

Many of our leases provide for separate real estate tax and operating expense escalations. In addition, many of the leases provide for fixed base rent increases. We believe that inflationary increases may be at least partially offset by the contractual rent increases and expense escalations described above.

**Funds From Operations**

We calculate funds from operations, or FFO, in accordance with the standards established by the National Association of Real Estate Investment Trusts (Nareit) in the Nareit Funds From Operations White Paper - 2018 Restatement. FFO represents net income (loss) (computed in accordance with GAAP), excluding gains (or losses) from sales of property, a gain from a pre-existing relationship, impairment charges and real estate related depreciation and amortization (excluding amortization of deferred financing costs) and after adjustments for unconsolidated partnerships and joint ventures. Management uses FFO as a supplemental performance measure because, in excluding real estate related depreciation and amortization and gains and losses from property dispositions and after adjustments for unconsolidated partnerships and joint ventures, it provides a performance measure that, when compared year over year, captures trends in occupancy rates, rental rates and operating costs. We also believe that, as a widely recognized measure of the performance of REITs, FFO will be used by investors as a basis to compare our operating performance with that of other REITs. However, because FFO excludes depreciation and amortization and captures neither the changes in the value of our properties that result from use or market conditions, nor the level of capital expenditures and capitalized leasing commissions necessary to maintain the operating performance of our properties, all of which have real economic effect and could materially impact our financial condition and results from operations, the utility of FFO as a measure of our performance is limited. Other REITs may not calculate FFO in accordance with the Nareit definition and, accordingly, our FFO may not be comparable to other REITs' FFO. FFO should be considered only as a supplement to net income computed in accordance with GAAP as a measure of our performance.

**Reconciliation of Net Income Available to Common Stockholders to Funds From Operations (FFO)**
**(in thousands, except per share and unit data)**
**(unaudited)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | **2019** | **2018** | **2017** |
| **Net Income Available to Common Stockholders** | $ 493,011 | $ 249,930 | $ 173,148 |
| Adjustments: | | | |
| Non-controlling interests in operating partnership | 21,100 | 10,180 | 3,770 |
| Real estate related depreciation & amortization [1] | 1,149,240 | 1,173,917 | 830,252 |
| Real estate related depreciation and amortization related to investment in unconsolidated joint ventures | 52,716 | 14,587 | 11,566 |
| Gain on disposition of properties | (267,651) | (80,049) | (40,354) |
| Impairment of investments in real estate | 5,351 | — | 28,992 |
| Noncontrolling interests share of gain on sale of property | — | — | 3,900 |
| FFO available to common stockholders and unitholders [2] | $ 1,453,767 | $ 1,368,565 | $ 1,011,274 |
| Basic FFO per share and unit | $ 6.69 | $ 6.39 | $ 5.68 |
| Diluted FFO per share and unit [2] | $ 6.66 | $ 6.37 | $ 5.65 |
| Weighted average common stock and units outstanding | | | |
| Basic | 217,285 | 214,313 | 178,056 |
| Diluted [2] | 218,421 | 214,951 | 178,892 |
| | | | |
| [1] Real estate related depreciation and amortization was computed as follows: | | | |
| Depreciation and amortization per income statement | 1,163,774 | 1,186,896 | 842,464 |
| Non-real estate depreciation | (14,534) | (12,979) | (12,212) |
| | $ 1,149,240 | $ 1,173,917 | $ 830,252 |

(2) For all periods presented, we have excluded the effect of dilutive series C, series F, series G, series H, series I, series J, series K and series L preferred stock, as applicable, that may be converted upon the occurrence of specified change in control transactions as described in the articles supplementary governing the series C, series F, series G, series H, series I, series J, series K and series L preferred stock, as applicable, which we consider highly improbable.

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Weighted average common stock and units outstanding | 217,285 | 214,313 | 178,056 |
| Add: Effect of dilutive securities | 1,136 | 638 | 836 |
| Weighted average common stock and units outstanding—diluted | 218,421 | 214,951 | 178,892 |

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our future income, cash flows and fair values relevant to financial instruments depend upon prevalent market interest rates. Market risk refers to the risk of loss from adverse changes in market prices and interest rates. We do not use derivatives for trading or speculative purposes and only enter into contracts with major financial institutions based on their credit ratings and other factors.

*Analysis of Debt between Fixed and Variable Rate*

We use interest rate swap agreements and fixed rate debt to reduce our exposure to interest rate movements. As of December 31, 2019, our consolidated debt was as follows (in millions):

| | Carrying Value | Estimated Fair Value |
|---|---|---|
| Fixed rate debt | $ 9,042.5 | $ 9,698.5 |
| Variable rate debt subject to interest rate swaps | 479.8 | 479.8 |
| Total fixed rate debt (including interest rate swaps) | 9,522.3 | 10,178.3 |
| Variable rate debt | 683.1 | 683.1 |
| Total outstanding debt | $ 10,205.4 | $ 10,861.4 |

Interest rate derivatives and their fair values as of December 31, 2019 and December 31, 2018 were as follows (in thousands):

| Notional Amount | | | | | | Fair Value at Significant Other Observable Inputs (Level 2) | |
|---|---|---|---|---|---|---|---|
| As of December 31, 2019 | As of December 31, 2018 | Type of Derivative | Strike Rate | Effective Date | Expiration Date | As of December 31, 2019 | As of December 31, 2018 |
| ***Currently-paying contracts*** | | | | | | | |
| $ — | $ 206,000 (1) | Swap | 1.611 | Jun 15, 2017 | Jan 15, 2020 | $ — | $ 1,976 |
| — | 54,905 (1) | Swap | 1.605 | Jun 6, 2017 | Jan 6, 2020 | — | 517 |
| 29,000 (1) | 75,000 (1) | Swap | 1.016 | Apr 6, 2016 | Jan 6, 2021 | 175 | 2,169 |
| 75,000 (1) | 75,000 (1) | Swap | 1.164 | Jan 15, 2016 | Jan 15, 2021 | 345 | 1,970 |
| 300,000 (1) | 300,000 (1) | Swap | 1.435 | Jan 15, 2016 | Jan 15, 2023 | 945 | 11,463 |
| 75,825 (2) | 72,220 (2) | Swap | 0.779 | Jan 15, 2016 | Jan 15, 2021 | 931 | 2,024 |
| $ 479,825 | $ 783,125 | | | | | $ 2,396 | $ 20,119 |

(1) Represents debt which bears interest based on one-month U.S. LIBOR.
(2) Represents debt which bears interest based on one-month CDOR. Translation to U.S. dollars is based on exchange rates of $0.77 to 1.00 CAD as of December 31, 2019 and $0.73 to 1.00 CAD as of December 31, 2018.

*Sensitivity to Changes in Interest Rates*

The following table shows the effects if assumed changes in interest rates occurred, based on fair values and interest expense as of December 31, 2019:

| Assumed event | Change ($ millions) |
|---|---|
| Increase in fair value of interest rate swaps following an assumed 10% increase in interest rates | $ 1.7 |
| Decrease in fair value of interest rate swaps following an assumed 10% decrease in interest rates | (1.7) |
| Increase in annual interest expense on our debt that is variable rate and not subject to swapped interest following a 10% increase in interest rates | 1.1 |
| Decrease in annual interest expense on our debt that is variable rate and not subject to swapped interest following a 10% decrease in interest rates | (1.1) |
| Increase in fair value of fixed rate debt following a 10% decrease in interest rates | 93.1 |
| Decrease in fair value of fixed rate debt following a 10% increase in interest rates | (88.1) |

Interest risk amounts were determined by considering the impact of hypothetical interest rates on our financial instruments. These analyses do not consider the effect of any change in overall economic activity that could occur in that environment. Further, in the event of a change of that magnitude, we may take 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, these analyses assume no changes in our financial structure.

*Foreign Currency Exchange Risk*

For the years ended December 31, 2019, 2018 and 2017, we had foreign operations in the United Kingdom, Ireland, France, Germany, the Netherlands, Switzerland, Canada, Singapore, Australia, Japan, Hong Kong and Brazil. As such, we are subject to risk from the effects of exchange rate movements of foreign currencies, which may affect future costs and cash flows. Our foreign operations are conducted in the British pound sterling, Euro, Canadian dollar, Brazilian real, Australian dollar, Singapore dollar, Hong Kong dollar and the Japanese yen. Our primary currency exposures are to the British pound sterling, Euro and the Singapore dollar. As a result of the Ascenty joint venture and deconsolidation of Ascenty in March 2019, our exposure to foreign exchange risk related to the Brazilian real is limited to the impact that currency has on our share of the Ascenty joint venture's operations and financial position. We attempt to mitigate a

portion of the risk of currency fluctuation by financing our investments in the local currency denominations and we may also hedge well-defined transactional exposures with foreign currency forwards or options, although there can be no assurances that these will be effective. As a result, changes in the relation of any such foreign currency to U.S. dollars may affect our revenues, operating margins and distributions and may also affect the book value of our assets and the amount of stockholders' equity. For the years ended December 31, 2019, 2018 and 2017, operating revenues from properties outside the United States contributed $627.4 million, $564.4 million and $515.2 million, respectively, which represented 19.5%, 18.5% and 21.0% of our operating revenues, respectively. Net investment in properties outside the United States was $3.7 billion and $3.8 billion as of December 31, 2019 and December 31, 2018, respectively. Net assets in foreign operations were approximately $(1.4) billion and $0.2 billion as of December 31, 2019 and December 31, 2018, respectively. The decrease was a result of the issuance of the 2026 Notes in January 2019 and March 2019, the proceeds of which were used to pay down the 5.875% Notes due 2020 and U.S. dollar borrowings on the global revolving credit facility.

*Other*

Certain operating costs incurred by us, such as electricity, are subject to price fluctuations caused by the volatility of underlying commodity prices. In 2019, we entered into a power purchase agreement to secure the renewable energy attributes from a solar farm in Virginia. In 2018, we entered into power purchase agreements to secure the renewable energy attributes from a solar farm in North Carolina to support the renewable energy needs of a customer in Virginia. In 2017, we entered into power purchase agreements to secure the renewable energy attributes from a wind farm in Illinois and a solar farm in North Carolina.

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

### INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS


| | Page No. |
|---|---|
| Management's Reports on Internal Control over Financial Reporting | 100 |
| Reports of Independent Registered Public Accounting Firm | 101 |
| **Consolidated Financial Statements of Digital Realty Trust, Inc.** | |
| Consolidated Balance Sheets as of December 31, 2019 and 2018 | 105 |
| Consolidated Income Statements for each of the years in the three-year period ended December 31, 2019 | 107 |
| Consolidated Statements of Comprehensive Income for each of the years in the three-year period ended December 31, 2019 | 108 |
| Consolidated Statements of Equity for each of the years in the three-year period ended December 31, 2019 | 109 |
| Consolidated Statements of Cash Flows for each of the years in the three-year period ended December 31, 2019 | 112 |
| **Consolidated Financial Statements of Digital Realty Trust, L.P.** | |
| Consolidated Balance Sheets as of December 31, 2019 and 2018 | 116 |
| Consolidated Income Statements for each of the years in the three-year period ended December 31, 2019 | 118 |
| Consolidated Statements of Comprehensive Income for each of the years in the three-year period ended December 31, 2019 | 119 |
| Consolidated Statements of Capital for each of the years in the three-year period ended December 31, 2019 | 120 |
| Consolidated Statements of Cash Flows for each of the years in the three-year period ended December 31, 2019 | 123 |
| **Consolidated Financial Statements of Digital Realty Trust, Inc. and Digital Realty Trust, L.P.** | |
| Notes to Consolidated Financial Statements | 127 |
| Supplemental Schedule—Schedule III—Properties and Accumulated Depreciation | 189 |
| Notes to Schedule III—Properties and Accumulated Depreciation | 195 |

**Management's Report on Internal Control over Financial Reporting**

The management of Digital Realty Trust, Inc. (the Company) is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f). Our internal control system was designed to provide reasonable assurance to the Company's management and board of directors regarding the preparation and fair presentation of published financial statements.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, we assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2019. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control—Integrated Framework (2013)*. Based on our assessment, management concluded that as of December 31, 2019, the Company's internal control over financial reporting was effective based on those criteria.

Our independent registered public accounting firm has issued an audit report on the Company's internal control over financial reporting. This report appears on page 102.

**Management's Report on Internal Control over Financial Reporting**

The management of Digital Realty Trust, L.P. (the Operating Partnership) is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f). Our internal control system was designed to provide reasonable assurance to the Operating Partnership's management regarding the preparation and fair presentation of published financial statements.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer of our general partner, we assessed the effectiveness of the Operating Partnership's internal control over financial reporting as of December 31, 2019. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control—Integrated Framework (2013)*. Based on our assessment, management concluded that as of December 31, 2019, the Operating Partnership's internal control over financial reporting was effective based on those criteria.

**Report of Independent Registered Public Accounting Firm**

To the Stockholders and Board of Directors
Digital Realty Trust, Inc.:

*Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Digital Realty Trust, Inc. and subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated income statements and consolidated statements of comprehensive income, equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes and financial statement schedule III, properties and accumulated depreciation (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on the criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated March 2, 2020 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

*Change in Accounting Principle*

As discussed in Note 2 to the consolidated financial statements, the Company has changed its method of accounting for leases as of January 1, 2019 due to the adoption of ASU No. 2016-02 *Leases* and related accounting standards updates (collectively Topic 842).

*Basis for Opinion*

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

*Critical Audit Matter*

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

*Evaluation of lease revenue*

As discussed in Note 2 to the consolidated financial statements, the Company records rental revenue on a straight-line basis if the Company determines it is probable substantially all lease payments over the term of the lease on a lease-by-lease basis will be collected. Whenever the results of that assessment, events, or changes in circumstances indicate that it is not probable that the Company will be able to collect substantially all lease payments over the remaining term of the lease, the Company records a reduction to rental and other services revenue equal to the then-current combined balance of the deferred rent and amounts contractually due but unpaid for the lease (rent receivable), and ceases recognizing rental revenue on a straight-line basis and commences recognizing rental revenue on a cash basis. Rental and other services revenue was $3.2 billion for the year ended December 31, 2019 and deferred rent and rent receivable, net was $478.7 million and $171.9 million, respectively, as of December 31, 2019.

We identified the evaluation of the probability of collection of lease payments as a critical audit matter. Evaluating the Company's probability assessment of collection of substantially all the lease payments for its leases required significant auditor judgment because of the subjective nature of the evidence obtained. The key assumption used in the assessment includes the creditworthiness of the customer and any guarantors.

The primary procedures we performed to address this critical audit matter included the following. We tested certain internal controls over the Company's probability assessment of lease payment collection process, including the assessment of the key assumption above. For a selection of the Company's leases, we evaluated the Company's determination of the collectability of substantially all of the lease payments. To do this, we: (i) compared legal name of customer and any guarantor, to the underlying lease agreements and third-party credit rating report, (ii) evaluated the creditworthiness of the customer by assessing their credit rating, (iii) read publicly available information, including the customer's financial statements, analyst reports, recent public filings and news articles to evaluate the Company's collection probability assessment, and (iv) inquired of Company employees to obtain evidence regarding creditworthiness of the customers.

/s/ KPMG LLP

We have served as the Company's auditor since 2004.

San Francisco, California
March 2, 2020

**Report of Independent Registered Public Accounting Firm**

To the Stockholders and Board of Directors
Digital Realty Trust, Inc.:

*Opinion on Internal Control Over Financial Reporting*

We have audited Digital Realty Trust, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2019 and 2018, the related consolidated income statements and consolidated statements of comprehensive income, equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes and financial statement schedule III, properties and accumulated depreciation (collectively, the consolidated financial statements), and our report dated March 2, 2020 expressed an unqualified opinion on those consolidated financial statements.

*Basis for Opinion*

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Report of Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

*Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

San Francisco, California
March 2, 2020

**Report of Independent Registered Public Accounting Firm**

To the Stockholders and Board of Directors of the General Partner and Partners
Digital Realty Trust, L.P.:

*Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Digital Realty Trust, L.P. and subsidiaries (the Operating Partnership) as of December 31, 2019 and 2018, the related consolidated income statements and consolidated statements of comprehensive income, capital, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes and financial statement schedules III, properties and accumulated depreciation (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Operating Partnership as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

*Change in Accounting Principle*

As discussed in Note 2 to the consolidated financial statements, the Operating Partnership has changed its method of accounting for leases as of January 1, 2019 due to the adoption of ASU No. 2016-02 *Leases* and related accounting standards updates (collectively Topic 842).

*Basis for Opinion*

These consolidated financial statements are the responsibility of the Operating Partnership's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Operating Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Operating Partnership is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Operating Partnership's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Operating Partnership's auditor since 2004.

San Francisco, California
March 2, 2020

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**
**(in thousands, except share and per share data)**

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| **ASSETS** | | |
| Investments in real estate: | | |
| Properties: | | |
| Land | $ 804,830 | $ 859,113 |
| Acquired ground leases | 10,725 | 10,575 |
| Buildings and improvements | 15,449,884 | 15,610,992 |
| Tenant improvements | 621,153 | 574,336 |
| Total investments in operating properties | 16,886,592 | 17,055,016 |
| Accumulated depreciation and amortization | (4,536,169) | (3,935,267) |
| Net investments in operating properties | 12,350,423 | 13,119,749 |
| Construction in progress and space held for development | 1,732,555 | 1,621,928 |
| Land held for future development | 147,597 | 162,941 |
| Net investments in properties | 14,230,575 | 14,904,618 |
| Investments in unconsolidated joint ventures | 1,287,109 | 175,108 |
| Net investments in real estate | 15,517,684 | 15,079,726 |
| Operating lease right-of-use assets, net | 628,681 | — |
| Cash and cash equivalents | 89,817 | 126,700 |
| Accounts and other receivables, net of allowance for doubtful accounts of $13,753 and $11,554 as of December 31, 2019 and December 31, 2018, respectively | 305,501 | 299,621 |
| Deferred rent | 478,744 | 463,248 |
| Acquired above-market leases, net of accumulated amortization of $204,233 and $158,037 as of December 31, 2019 and December 31, 2018, respectively | 74,815 | 119,759 |
| Goodwill | 3,363,070 | 4,348,007 |
| Acquired in-place lease value, deferred leasing costs and intangibles, net of accumulated amortization of $1,629,117 and $1,355,013 as of December 31, 2019 and December 31, 2018, respectively | 2,195,324 | 3,144,395 |
| Assets held for sale | 229,934 | — |
| Other assets | 184,561 | 185,239 |
| Total assets | $ 23,068,131 | $ 23,766,695 |
| **LIABILITIES AND EQUITY** | | |
| Global revolving credit facilities, net | $ 234,105 | $ 1,647,735 |
| Unsecured term loans, net | 810,219 | 1,178,904 |
| Unsecured senior notes, net of discount | 8,973,190 | 7,589,126 |
| Secured debt, including premiums | 104,934 | 685,714 |
| Operating lease liabilities | 693,539 | — |
| Accounts payable and other accrued liabilities | 1,007,761 | 1,164,509 |
| Accrued dividends and distributions | 234,620 | 217,241 |
| Acquired below-market leases, net of accumulated amortization of $247,735 and $242,422 as of December 31, 2019 and December 31, 2018, respectively | 148,774 | 200,113 |
| Security deposits and prepaid rents | 208,724 | 209,311 |
| Obligations associated with assets held for sale | 2,700 | — |
| Total liabilities | 12,418,566 | 12,892,653 |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS (continued)**
**(in thousands, except share and per share data)**

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| Redeemable noncontrolling interests | 41,465 | 15,832 |
| Commitments and contingencies | | |
| Equity: | | |
| Stockholders' Equity: | | |
| Preferred Stock: $0.01 par value per share, 110,000,000 shares authorized; 58,250,000 and 50,650,000 shares issued and outstanding as of December 31, 2019 and December 31, 2018, respectively | 1,434,420 | 1,249,560 |
| Common Stock: $0.01 par value per share, 315,000,000 shares authorized, 208,900,758 and 206,425,656 shares issued and outstanding as of December 31, 2019 and December 31, 2018, respectively | 2,073 | 2,051 |
| Additional paid-in capital | 11,577,320 | 11,355,751 |
| Accumulated dividends in excess of earnings | (3,046,579) | (2,633,071) |
| Accumulated other comprehensive loss, net | (87,922) | (115,647) |
| Total stockholders' equity | 9,879,312 | 9,858,644 |
| Noncontrolling Interests: | | |
| Noncontrolling interests in operating partnership | 708,163 | 906,510 |
| Noncontrolling interests in consolidated joint ventures | 20,625 | 93,056 |
| Total noncontrolling interests | 728,788 | 999,566 |
| Total equity | 10,608,100 | 10,858,210 |
| Total liabilities and equity | $ 23,068,131 | $ 23,766,695 |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED INCOME STATEMENTS**
**(in thousands, except share and per share data)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| **Operating Revenues:** | | | |
| Rental and other services | $ 3,196,356 | $ 2,412,076 | $ 2,010,301 |
| Tenant reimbursements | — | 624,637 | 440,224 |
| Fee income and other | 12,885 | 9,765 | 7,403 |
| Total operating revenues | 3,209,241 | 3,046,478 | 2,457,928 |
| **Operating Expenses:** | | | |
| Rental property operating and maintenance | 1,020,578 | 957,065 | 759,616 |
| Property taxes and insurance | 172,183 | 140,918 | 134,995 |
| Depreciation and amortization | 1,163,774 | 1,186,896 | 842,464 |
| General and administrative | 211,097 | 163,667 | 161,441 |
| Transactions and integration | 27,925 | 45,327 | 76,048 |
| Impairment of investments in real estate | 5,351 | — | 28,992 |
| Other | 14,118 | 2,818 | 3,077 |
| Total operating expenses | 2,615,026 | 2,496,691 | 2,006,633 |
| Operating income | 594,215 | 549,787 | 451,295 |
| **Other Income (Expenses):** | | | |
| Equity in earnings of unconsolidated joint ventures | 8,067 | 32,979 | 25,516 |
| Gain on deconsolidation, net | 67,497 | — | — |
| Gain on disposition of properties, net | 267,651 | 80,049 | 40,354 |
| Interest and other income, net | 66,000 | 3,481 | 3,655 |
| Interest expense | (353,057) | (321,529) | (258,642) |
| Tax expense | (11,995) | (2,084) | (7,901) |
| (Loss) gain from early extinguishment of debt | (39,157) | (1,568) | 1,990 |
| Net income | 599,221 | 341,115 | 256,267 |
| Net income attributable to noncontrolling interests | (19,460) | (9,869) | (8,008) |
| Net income attributable to Digital Realty Trust, Inc. | 579,761 | 331,246 | 248,259 |
| Preferred stock dividends, including undeclared dividends | (74,990) | (81,316) | (68,802) |
| Issuance costs associated with redeemed preferred stock | (11,760) | — | (6,309) |
| Net income available to common stockholders | $ 493,011 | $ 249,930 | $ 173,148 |
| Net income per share available to common stockholders: | | | |
| Basic | $ 2.37 | $ 1.21 | $ 0.99 |
| Diluted | $ 2.35 | $ 1.21 | $ 0.99 |
| Weighted average common shares outstanding: | | | |
| Basic | 208,325,823 | 206,035,408 | 174,059,386 |
| Diluted | 209,462,247 | 206,673,471 | 174,895,098 |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**
**(in thousands)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Net income | $ 599,221 | $ 341,115 | $ 256,267 |
| Other comprehensive income (loss): | | | |
| Foreign currency translation adjustments | 23,975 | (11,736) | 28,709 |
| Reclassification of foreign currency translation adjustment due to deconsolidation of Ascenty | 21,687 | — | — |
| (Decrease) increase in fair value of interest rate swaps and foreign currency hedges | (9,232) | 8,197 | (3,434) |
| Reclassification to interest expense from interest rate swaps | (7,446) | (3,969) | 2,459 |
| Comprehensive income | 628,205 | 333,607 | 284,001 |
| Comprehensive income attributable to noncontrolling interests | (20,719) | (9,576) | (8,569) |
| Comprehensive income attributable to Digital Realty Trust, Inc. | $ 607,486 | $ 324,031 | $ 275,432 |

See accompanying notes to the consolidated financial statements.

## DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF EQUITY
## (in thousands, except share data)

| | Redeemable Noncontrolling Interests | Preferred Stock | Number of Common Shares | Common Stock | Additional Paid-in Capital | Accumulated Dividends in Excess of Earnings | Accumulated Other Comprehensive Income (Loss), net | Total Stockholders' Equity | Noncontrolling Interests in Operating Partnership | Noncontrolling Interests in Consolidated Joint Ventures | Total Noncontrolling Interests | Total Equity |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Balance as of December 31, 2016** | **$ —** | **$1,012,961** | **159,019,118** | **$ 1,582** | **$ 5,764,497** | **$ (1,547,420)** | **$ (135,605)** | **$ 5,096,015** | **$ 29,684** | **$ 6,598** | **$ 36,282** | **$ 5,132,297** |
| Conversion of common units to common stock | — | — | 562,582 | 6 | 10,003 | — | — | 10,009 | (10,009) | — | (10,009) | — |
| Issuance of unvested restricted stock, net of forfeitures | — | — | 249,050 | — | — | — | — | — | — | — | — | — |
| Common stock and units issued in connection with DFT merger | 66,259 | — | 43,175,629 | 432 | 5,247,126 | — | — | 5,247,558 | 676,566 | — | 676,566 | 5,924,124 |
| Issuance of common stock, net of offering costs | — | — | 2,375,000 | 24 | 211,873 | — | — | 211,897 | — | — | — | 211,897 |
| Exercise of stock options | — | — | 17,668 | — | 729 | — | — | 729 | — | — | — | 729 |
| Shares issued under employee stock purchase plan | — | — | 71,253 | — | 5,143 | — | — | 5,143 | — | — | — | 5,143 |
| Issuance of series C preferred stock in connection with DFT merger | — | 219,250 | — | — | — | — | — | 219,250 | — | — | — | 219,250 |
| Issuance of series J preferred stock, net of offering costs | — | 193,540 | — | — | — | — | — | 193,540 | — | — | — | 193,540 |
| Redemption of series F preferred stock | — | (176,191) | — | — | — | (6,309) | — | (182,500) | — | — | — | (182,500) |
| Amortization of unearned compensation on share-based awards | — | — | — | — | 27,981 | — | — | 27,981 | — | — | — | 27,981 |
| Reclassification of vested share-based awards | — | — | — | — | (10,057) | — | — | (10,057) | 10,057 | — | 10,057 | — |
| Adjustment to redeemable noncontrolling interests | (12,357) | — | — | — | 4,166 | — | — | 4,166 | 8,191 | — | 8,191 | 12,357 |
| Dividends declared on preferred stock | — | — | — | — | — | (68,802) | — | (68,802) | — | — | — | (68,802) |
| Dividends and distributions on common stock and common and incentive units | — | — | — | — | — | (681,280) | — | (681,280) | (20,694) | — | (20,694) | (701,974) |
| Distributions to noncontrolling interests in consolidated joint ventures, net of contributions | — | — | — | — | — | — | — | — | — | (8,593) | (8,593) | (8,593) |
| Net income | — | — | — | — | — | 248,259 | — | 248,259 | 3,770 | 4,238 | 8,008 | 256,267 |
| Other comprehensive income— foreign currency translation adjustments | — | — | — | — | — | — | 28,272 | 28,272 | 437 | — | 437 | 28,709 |
| Other comprehensive income— fair value of interest rate swaps and foreign currency hedges | — | — | — | — | — | — | (3,513) | (3,513) | 79 | — | 79 | (3,434) |
| Other comprehensive income— reclassification of accumulated other comprehensive loss to interest expense | — | — | — | — | — | — | 2,414 | 2,414 | 45 | — | 45 | 2,459 |
| **Balance as of December 31, 2017** | **$ 53,902** | **$1,249,560** | **205,470,300** | **$ 2,044** | **$11,261,461** | **$ (2,055,552)** | **$ (108,432)** | **$ 10,349,081** | **$ 698,126** | **$ 2,243** | **$ 700,369** | **$11,049,450** |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF EQUITY (continued)**
**(in thousands, except share data)**

| | Redeemable Noncontrolling Interests | Preferred Stock | Number of Common Shares | Common Stock | Additional Paid-in Capital | Accumulated Dividends in Excess of Earnings | Accumulated Other Comprehensive Income (Loss), net | Total Stockholders' Equity | Noncontrolling Interests in Operating Partnership | Noncontrolling Interests in Consolidated Joint Ventures | Total Noncontrolling Interests | Total Equity |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Balance as of December 31, 2017** | **$ 53,902** | **$1,249,560** | **205,470,300** | **$ 2,044** | **$11,261,461** | **$ (2,055,552)** | **$ (108,432)** | **$ 10,349,081** | **$ 698,126** | **$ 2,243** | **$ 700,369** | **$11,049,450** |
| Conversion of common units to common stock | — | — | 711,892 | 7 | 61,997 | — | — | 62,004 | (62,004) | — | (62,004) | — |
| Issuance of unvested restricted stock, net of forfeitures | — | — | 220,765 | — | — | — | — | — | — | — | — | — |
| Common stock offering costs | — | — | — | — | 1,194 | — | — | 1,194 | — | — | — | 1,194 |
| Shares issued under employee stock purchase plan | — | — | 69,532 | 1 | 5,873 | — | — | 5,874 | — | — | — | 5,874 |
| Shares repurchased and retired to satisfy tax withholding upon vesting | — | — | (46,833) | (1) | (5,054) | — | — | (5,055) | — | — | — | (5,055) |
| Units issued in connection with Ascenty Acquisition | — | — | — | — | — | — | — | — | 253,837 | 25,000 | 278,837 | 278,837 |
| Amortization of unearned compensation on share-based awards | — | — | — | — | 32,456 | — | — | 32,456 | — | — | — | 32,456 |
| Reclassification of vested share-based awards | — | — | — | — | (3,772) | — | — | (3,772) | 3,772 | — | 3,772 | — |
| Adjustment to redeemable noncontrolling interests | (37,274) | — | — | — | 1,596 | — | — | 1,596 | 35,678 | — | 35,678 | 37,274 |
| Dividends declared on preferred stock | — | — | — | — | — | (81,316) | — | (81,316) | — | — | — | (81,316) |
| Dividends and distributions on common stock and common and incentive units | (1,271) | — | — | — | — | (833,364) | — | (833,364) | (32,311) | — | (32,311) | (865,675) |
| Contributions from noncontrolling interests in consolidated joint ventures, net of distributions | — | — | — | — | — | — | — | — | — | 66,124 | 66,124 | 66,124 |
| Cumulative effect adjustment from adoption of new accounting standard | — | — | — | — | — | 5,915 | | 5,915 | — | — | — | 5,915 |
| Net income | 475 | — | — | — | — | 331,246 | — | 331,246 | 9,705 | (311) | 9,394 | 340,640 |
| Other comprehensive income—foreign currency translation adjustments | — | — | — | — | — | — | (11,279) | (11,279) | (457) | — | (457) | (11,736) |
| Other comprehensive income—fair value of interest rate swaps | — | — | — | — | — | — | 7,890 | 7,890 | 307 | — | 307 | 8,197 |
| Other comprehensive income—reclassification of accumulated other comprehensive income to interest expense | — | — | — | — | — | — | (3,826) | (3,826) | (143) | — | (143) | (3,969) |
| **Balance as of December 31, 2018** | **$ 15,832** | **$1,249,560** | **206,425,656** | **$ 2,051** | **$11,355,751** | **$ (2,633,071)** | **$ (115,647)** | **$ 9,858,644** | **$ 906,510** | **$ 93,056** | **$ 999,566** | **$10,858,210** |

See accompanying notes to the consolidated financial statements.

## DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF EQUITY (continued)
## (in thousands, except share data)

| | Redeemable Noncontrolling Interests | Preferred Stock | Number of Common Shares | Common Stock | Additional Paid-in Capital | Accumulated Dividends in Excess of Earnings | Accumulated Other Comprehensive Income (Loss), net | Total Stockholders' Equity | Noncontrolling Interests in Operating Partnership | Noncontrolling Interests in Consolidated Joint Ventures | Total Noncontrolling Interests | Total Equity |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Balance as of December 31, 2018** | **$ 15,832** | **$1,249,560** | **206,425,656** | **$ 2,051** | **$11,355,751** | **$ (2,633,071)** | **$ (115,647)** | **$ 9,858,644** | **$ 906,510** | **$ 93,056** | **$ 999,566** | **$10,858,210** |
| Conversion of common units to common stock | — | — | 2,154,460 | 22 | 190,492 | — | — | 190,514 | (190,514) | — | (190,514) | — |
| Issuance of unvested restricted stock, net of forfeitures | — | — | 256,868 | — | — | — | — | — | — | — | — | — |
| Common stock offering costs | — | — | — | — | (2,530) | — | — | (2,530) | — | — | — | (2,530) |
| Shares issued under employee stock purchase plan | — | — | 63,774 | — | 5,462 | — | — | 5,462 | — | — | — | 5,462 |
| Issuance of series K preferred stock, net of offering costs | — | 203,264 | — | — | — | — | — | 203,264 | — | — | — | 203,264 |
| Issuance of series L preferred stock, net of offering costs | — | 334,886 | — | — | — | — | — | 334,886 | — | — | — | 334,886 |
| Redemption of series H preferred stock | — | (353,290) | — | — | — | (11,760) | — | (365,050) | — | — | — | (365,050) |
| Amortization of unearned compensation on share-based awards | — | — | — | — | 38,662 | — | — | 38,662 | — | — | — | 38,662 |
| Reclassification of vested share-based awards | — | — | — | — | (8,458) | — | — | (8,458) | 8,458 | — | 8,458 | — |
| Adjustment to redeemable noncontrolling interests | 25,937 | — | — | — | (2,059) | — | — | (2,059) | — | (23,878) | (23,878) | (25,937) |
| Dividends declared on preferred stock | — | — | — | — | — | (74,990) | — | (74,990) | — | — | — | (74,990) |
| Dividends and distributions on common stock and common and incentive units | (676) | — | — | — | — | (900,201) | — | (900,201) | (38,278) | — | (38,278) | (938,479) |
| Contributions from noncontrolling interests in consolidated joint ventures, net of distributions | — | — | — | — | — | — | — | — | — | 63,173 | 63,173 | 63,173 |
| Deconsolidation of consolidated joint venture | — | — | — | — | — | — | — | — | — | (110,086) | (110,086) | (110,086) |
| Cumulative effect adjustment from adoption of new accounting standard | — | — | — | — | — | (6,318) | — | (6,318) | — | — | — | (6,318) |
| Net income | 372 | — | — | — | — | 579,761 | — | 579,761 | 20,728 | (1,640) | 19,088 | 598,849 |
| Other comprehensive income—foreign currency translation adjustments | — | — | — | — | — | — | 43,702 | 43,702 | 1,960 | — | 1,960 | 45,662 |
| Other comprehensive income—fair value of interest rate swaps | — | — | — | — | — | — | (8,839) | (8,839) | (393) | — | (393) | (9,232) |
| Other comprehensive income—reclassification of accumulated other comprehensive income to interest expense | — | — | — | — | — | — | (7,138) | (7,138) | (308) | — | (308) | (7,446) |
| **Balance as of December 31, 2019** | **$ 41,465** | **$1,434,420** | **208,900,758** | **$ 2,073** | **$11,577,320** | **$ (3,046,579)** | **$ (87,922)** | **$ 9,879,312** | **$ 708,163** | **$ 20,625** | **$ 728,788** | **$10,608,100** |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(in thousands)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | **2019** | **2018** | **2017** |
| **Cash flows from operating activities:** | | | |
| Net income | $ 599,221 | $ 341,115 | $ 256,267 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Gain on disposition of properties, net | (335,148) | (80,049) | (40,354) |
| Unrealized gain on equity investment | (46,492) | (1,631) | — |
| Impairment of investments in real estate | 5,351 | — | 28,992 |
| Equity in earnings of unconsolidated joint ventures | (8,067) | (32,979) | (25,516) |
| Distributions from unconsolidated joint ventures | 44,293 | 21,905 | 31,747 |
| Write-off due to early lease terminations | 11,400 | 2,818 | 3,076 |
| Depreciation and amortization of buildings and improvements, tenant improvements and acquired ground leases | 809,472 | 770,275 | 594,996 |
| Amortization of acquired in-place lease value and deferred leasing costs | 354,302 | 416,621 | 247,468 |
| Amortization of share-based compensation | 34,905 | 27,159 | 20,521 |
| Non-cash amortization of terminated swaps | 1,047 | 1,120 | 1,204 |
| Allowance for (recovery of) doubtful accounts | 2,159 | 6,304 | (776) |
| Amortization of deferred financing costs | 13,362 | 11,537 | 10,634 |
| Loss (gain) from early extinguishment of debt | 39,157 | 1,568 | (1,990) |
| Amortization of debt discount/premium | 2,260 | 3,538 | 2,992 |
| Amortization of acquired above-market leases and acquired below-market leases, net | 17,097 | 26,530 | 1,770 |
| **Changes in assets and liabilities:** | | | |
| Accounts and other receivables | (8,435) | (21,318) | (73,717) |
| Deferred rent | (47,858) | (39,905) | (16,564) |
| Deferred leasing costs | (31,270) | (72,104) | (15,363) |
| Other assets | (15,599) | (9,145) | (1,800) |
| Accounts payable, operating lease liabilities and other accrued liabilities | 68,155 | 39,192 | (16,384) |
| Security deposits and prepaid rents | 4,505 | (27,227) | 16,102 |
| Net cash provided by operating activities | 1,513,817 | 1,385,324 | 1,023,305 |
| **Cash flows from investing activities:** | | | |
| Improvements to investments in real estate | (1,436,902) | (1,325,162) | (1,150,619) |
| Ascenty acquisition | — | (1,679,830) | — |
| Deconsolidation of Ascenty cash | (97,081) | — | — |
| Proceeds from joint ventures transactions | 1,494,881 | — | — |
| Deposits paid for acquisitions of real estate | (18,075) | — | — |
| Cash assumed in business combinations | — | 116,000 | 20,650 |
| Acquisitions of real estate | (75,704) | (410,712) | (415,764) |
| Proceeds from sale of assets, net of sales costs | — | 286,204 | 89,333 |
| Distribution of debt proceeds from closing of joint venture | — | — | 135,793 |
| Investments in unconsolidated joint ventures | (101,101) | (673) | (93,405) |
| Excess proceeds from forward contract settlement | — | — | 63,956 |
| Prepaid construction costs and other investments | (2,597) | (13,254) | — |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)**
**(in thousands)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Improvement advances to tenants | (66,078) | (48,502) | (50,857) |
| Collection of improvement advances to tenants | 27,665 | 39,936 | 43,760 |
| Net cash used in investing activities | (274,992) | (3,035,993) | (1,357,153) |
| **Cash flows from financing activities:** | | | |
| Borrowings on global revolving credit facilities | $ 3,099,685 | $ 3,046,245 | $ 2,180,556 |
| Repayments on global revolving credit facilities | (4,512,073) | (1,945,594) | (2,304,686) |
| Borrowings on unsecured term loans | — | 467,922 | — |
| Repayments on unsecured term loans | (375,000) | (674,332) | (371,520) |
| Borrowings on unsecured senior notes | 2,869,240 | 1,169,006 | 2,265,060 |
| Repayments on unsecured senior notes | (1,539,613) | — | — |
| Principal payments on unsecured senior notes | — | — | (884,841) |
| Borrowings on secured debt | — | 600,000 | 104,000 |
| Principal payments on secured debt | (688) | (594) | (105,546) |
| Repayments on other secured loans | — | — | (50,000) |
| Payment of loan fees and costs | (20,944) | (44,299) | (16,830) |
| Premium paid for early extinguishment of debt | (35,067) | — | — |
| Capital contributions from (distributions to) noncontrolling interests in consolidated joint ventures, net | 63,173 | 66,124 | (8,593) |
| Taxes paid related to net settlement of stock-based compensation awards | — | (5,055) | — |
| Proceeds from common and preferred stock offerings, net | 535,620 | 1,194 | 405,437 |
| Redemption of preferred stock | (365,050) | — | (182,500) |
| Proceeds from equity plans | 5,462 | 5,874 | 5,872 |
| Proceeds from forward swap contract | — | 1,560 | — |
| Payment of dividends to preferred stockholders | (74,990) | (81,316) | (68,802) |
| Payment of dividends to common stockholders and distributions to noncontrolling interests in operating partnership | (921,776) | (849,466) | (646,407) |
| Net cash (used in) provided by financing activities | (1,272,021) | 1,757,269 | 321,200 |
| Net (decrease) increase in cash, cash equivalents and restricted cash | (33,196) | 106,600 | (12,648) |
| Effect of exchange rate changes on cash, cash equivalents and restricted cash | (4,773) | 15,441 | 3,793 |
| Cash, cash equivalents and restricted cash at beginning of year | 135,222 | 13,181 | 22,036 |
| Cash, cash equivalents and restricted cash at end of year | $ 97,253 | $ 135,222 | $ 13,181 |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)**
**(in thousands)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| **Supplemental disclosure of cash flow information:** | | | |
| Cash paid for interest, net of amounts capitalized | $ 312,848 | $ 288,643 | $ 211,549 |
| Cash paid for income taxes | 14,607 | 11,224 | 9,456 |
| Operating cash paid used in the measurement of operating lease liabilities | 89,980 | — | — |
| **Supplementary disclosure of noncash investing and financing activities:** | | | |
| Noncontrolling interests in operating partnership converted to shares of common stock | 190,514 | 62,004 | 10,009 |
| Accrual for additions to investments in real estate and tenant improvement advances included in accounts payable and accrued expenses | 197,665 | 189,508 | 149,548 |
| Assumption of capital lease obligations upon acquisition | — | 75,030 | — |
| Non-cash derecognition of capital lease obligation | — | 17,294 | — |
| Decrease to goodwill and deferred tax liability (classified with accounts payable and other accrued liabilities) | (9,436) | — | — |
| **Allocation of purchase price of real estate/investment in partnership to:** | | | |
| Investment in real estate | $ 74,903 | $ 410,712 | $ 366,105 |
| Account receivables | 76 | — | — |
| Acquired above-market leases | — | — | 21,043 |
| Acquired in-place lease value and deferred leasing costs | 725 | — | 30,111 |
| Acquired below-market leases | — | — | (1,495) |
| Cash paid for acquisition of real estate | $ 75,704 | $ 410,712 | $ 415,764 |
| | | | |
| **Allocation of purchase price to business combinations:** | | | |
| Cash and cash equivalents | $ — | $ 116,000 | $ 20,650 |
| Land | — | — | 312,579 |
| Buildings and improvements | — | 425,000 | 3,677,497 |
| Accounts receivables and other assets | — | 30,000 | 10,978 |
| Acquired above-market leases | — | — | 162,333 |
| Tenant relationship and acquired in-place lease value | — | 495,000 | 1,582,385 |
| Goodwill | — | 982,667 | 2,592,181 |
| Revolving credit facility | — | — | (450,697) |
| Unsecured term loans | — | — | (250,000) |
| Unsecured notes | — | — | (886,831) |
| Mortgage notes payable and unsecured debt | — | — | (105,000) |
| Accounts payable and other accrued liabilities | — | (90,000) | (248,259) |
| Acquired below-market leases | — | — | (185,543) |
| Other working capital, net | — | — | (22,640) |
| Redeemable noncontrolling interests -- operating partnership | — | — | (66,259) |
| Common stock issued in connection with DFT merger | — | — | (5,247,558) |
| Noncontrolling interests in operating partnership | — | (253,837) | (676,566) |
| Noncontrolling interests in consolidated joint venture | — | (25,000) | — |
| Issuance of preferred stock in connection with DFT merger | — | — | (219,250) |
| Cash consideration | $ — | $ 1,679,830 | $ — |
| | | | |
| **Contribution of assets and liabilities to unconsolidated joint venture:** | | | |
| Investment in real estate | $ 571,648 | $ — | $ 119,106 |
| Other assets | 171,798 | — | 16,700 |
| Other liabilities | (21,004) | — | (31,634) |
| Net carrying value of assets and liabilities contributed to joint ventures | $ 722,442 | $ — | $ 104,172 |
| | | | |
| Recognition of retained investment in unconsolidated joint ventures | $ 196,547 | $ — | $ 55,746 |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)**
**(in thousands)**

| | | | |
|---|---|---|---|
| **Deconsolidation of Ascenty:** | | | |
| Investment in real estate | $ (362,951) | $ — | $ — |
| Account receivables | (24,977) | — | — |
| Acquired in-place lease value, deferred leasing costs and intangibles | (480,128) | — | — |
| Goodwill | (967,189) | — | — |
| Other assets | (31,099) | — | — |
| Secured debt | 571,873 | — | — |
| Accounts payable and other accrued liabilities | 72,449 | — | — |
| Accumulated other comprehensive loss | (21,687) | — | — |
| Deconsolidation of Ascenty cash | (97,081) | — | — |
| Net carrying value of Ascenty assets and liabilities deconsolidated | $ (1,340,790) | $ — | $ — |
| | | | |
| Recognition of retained investment in unconsolidated Ascenty joint venture | $ 727,439 | $ — | $ — |
| | | | |
| **Deconsolidation of consolidated joint venture:** | | | |
| Investment in real estate | $ (199,063) | — | — |
| Account receivables | (14,545) | — | — |
| Acquired in-place lease value, deferred leasing costs and intangibles | (23) | — | — |
| Other assets | (13) | — | — |
| Accounts payable and other accrued liabilities | 1,316 | — | — |
| Deconsolidation of cash and cash equivalents | (7,844) | — | — |
| Net carrying value of assets and liabilities contributed to unconsolidated joint venture | $ (220,172) | $ — | — |
| | | | |
| Recognition of retained investment in unconsolidated joint venture | $ 110,086 | $ — | — |
| Derecognition of noncontrolling interest in joint venture | $ 110,086 | $ — | — |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**
**(in thousands, except unit data)**

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| **ASSETS** | | |
| Investments in real estate: | | |
| Properties: | | |
| Land | $ 804,830 | $ 859,113 |
| Acquired ground leases | 10,725 | 10,575 |
| Buildings and improvements | 15,449,884 | 15,610,992 |
| Tenant improvements | 621,153 | 574,336 |
| Total investments in operating properties | 16,886,592 | 17,055,016 |
| Accumulated depreciation and amortization | (4,536,169) | (3,935,267) |
| Net investments in operating properties | 12,350,423 | 13,119,749 |
| Construction in progress and space held for development | 1,732,555 | 1,621,928 |
| Land held for future development | 147,597 | 162,941 |
| Net investments in properties | 14,230,575 | 14,904,618 |
| Investments in unconsolidated joint ventures | 1,287,109 | 175,108 |
| Net investments in real estate | 15,517,684 | 15,079,726 |
| Operating lease right-of-use assets, net | 628,681 | — |
| Cash and cash equivalents | 89,817 | 126,700 |
| Accounts and other receivables, net of allowance for doubtful accounts of $13,753 and $11,554 as of December 31, 2019 and December 31, 2018, respectively | 305,501 | 299,621 |
| Deferred rent | 478,744 | 463,248 |
| Acquired above-market leases, net of accumulated amortization of $204,233 and $158,037 as of December 31, 2019 and December 31, 2018, respectively | 74,815 | 119,759 |
| Goodwill | 3,363,070 | 4,348,007 |
| Acquired in-place lease value, deferred leasing costs and intangibles, net of accumulated amortization of $1,629,117 and $1,355,013 as of December 31, 2019 and December 31, 2018, respectively | 2,195,324 | 3,144,395 |
| Assets held for sale | 229,934 | — |
| Other assets | 184,561 | 185,239 |
| Total assets | $ 23,068,131 | $ 23,766,695 |
| **LIABILITIES AND CAPITAL** | | |
| Global revolving credit facilities, net | $ 234,105 | $ 1,647,735 |
| Unsecured term loans, net | 810,219 | 1,178,904 |
| Unsecured senior notes, net | 8,973,190 | 7,589,126 |
| Secured debt, including premiums | 104,934 | 685,714 |
| Operating lease liabilities | 693,539 | — |
| Accounts payable and other accrued liabilities | 1,007,761 | 1,164,509 |
| Accrued dividends and distributions | 234,620 | 217,241 |
| Acquired below-market leases, net of accumulated amortization of $247,735 and $242,422 as of December 31, 2019 and December 31, 2018, respectively | 148,774 | 200,113 |
| Security deposits and prepaid rents | 208,724 | 209,311 |
| Obligations associated with assets held for sale | 2,700 | — |
| Total liabilities | 12,418,566 | 12,892,653 |

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS (continued)**
**(in thousands, except unit data)**

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| Redeemable noncontrolling interests | 41,465 | 15,832 |
| Commitments and contingencies | | |
| Capital: | | |
| Partners' capital: | | |
| General Partner: | | |
| Preferred units, 58,250,000 and 50,650,000 units issued and outstanding as of December 31, 2019 and December 31, 2018, respectively | 1,434,420 | 1,249,560 |
| Common units, 208,900,758 and 206,425,656 units issued and outstanding as of December 31, 2019 and December 31, 2018, respectively | 8,532,814 | 8,724,731 |
| Limited Partners, 8,843,155 and 10,580,884 units issued and outstanding as of December 31, 2019 and December 31, 2018, respectively | 711,650 | 911,256 |
| Accumulated other comprehensive loss | (91,409) | (120,393) |
| Total partners' capital | 10,587,475 | 10,765,154 |
| Noncontrolling interests in consolidated joint ventures | 20,625 | 93,056 |
| Total capital | 10,608,100 | 10,858,210 |
| Total liabilities and capital | $ 23,068,131 | $ 23,766,695 |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED INCOME STATEMENTS**
**(in thousands, except unit and per unit data)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| **Operating Revenues:** | | | |
| Rental and other services | $ 3,196,356 | $ 2,412,076 | $ 2,010,301 |
| Tenant reimbursements | — | 624,637 | 440,224 |
| Fee income and other | 12,885 | 9,765 | 7,403 |
| Total operating revenues | 3,209,241 | 3,046,478 | 2,457,928 |
| **Operating Expenses:** | | | |
| Rental property operating and maintenance | 1,020,578 | 957,065 | 759,616 |
| Property taxes and insurance | 172,183 | 140,918 | 134,995 |
| Depreciation and amortization | 1,163,774 | 1,186,896 | 842,464 |
| General and administrative | 211,097 | 163,667 | 161,441 |
| Transactions and integration | 27,925 | 45,327 | 76,048 |
| Impairment of investments in real estate | 5,351 | — | 28,992 |
| Other | 14,118 | 2,818 | 3,077 |
| Total operating expenses | 2,615,026 | 2,496,691 | 2,006,633 |
| Operating income | 594,215 | 549,787 | 451,295 |
| **Other Income (Expenses):** | | | |
| Equity in earnings of unconsolidated joint ventures | 8,067 | 32,979 | 25,516 |
| Gain on deconsolidation, net | 67,497 | — | — |
| Gain on disposition of properties, net | 267,651 | 80,049 | 40,354 |
| Interest and other income, net | 66,000 | 3,481 | 3,655 |
| Interest expense | (353,057) | (321,529) | (258,642) |
| Tax expense | (11,995) | (2,084) | (7,901) |
| (Loss) gain from early extinguishment of debt | (39,157) | (1,568) | 1,990 |
| Net income | 599,221 | 341,115 | 256,267 |
| Net loss (income) attributable to noncontrolling interests | 1,640 | 311 | (4,238) |
| Net income attributable to Digital Realty Trust, L.P. | 600,861 | 341,426 | 252,029 |
| Preferred units distributions, including undeclared distributions | (74,990) | (81,316) | (68,802) |
| Issuance costs associated with redeemed preferred units | (11,760) | — | (6,309) |
| Net income available to common unitholders | $ 514,111 | $ 260,110 | $ 176,918 |
| Net income per unit available to common unitholders: | | | |
| Basic | $ 2.37 | $ 1.21 | $ 0.99 |
| Diluted | $ 2.35 | $ 1.21 | $ 0.99 |
| Weighted average common units outstanding: | | | |
| Basic | 217,284,755 | 214,312,871 | 178,055,936 |
| Diluted | 218,421,179 | 214,950,934 | 178,891,648 |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**
**(in thousands)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Net income | $ 599,221 | $ 341,115 | $ 256,267 |
| Other comprehensive income (loss): | | | |
| Foreign currency translation adjustments | 23,975 | (11,736) | 28,709 |
| Reclassification of foreign currency translation adjustment due to deconsolidation of Ascenty | 21,687 | — | — |
| (Decrease) increase in fair value of interest rate swaps and foreign currency hedges | (9,232) | 8,197 | (3,434) |
| Reclassification to interest expense from interest rate swaps | (7,446) | (3,969) | 2,459 |
| Comprehensive income | $ 628,205 | $ 333,607 | $ 284,001 |
| Comprehensive loss (income) attributable to noncontrolling interests | 1,640 | 311 | (4,238) |
| Comprehensive income attributable to Digital Realty Trust, L.P. | $ 629,845 | $ 333,918 | $ 279,763 |

See accompanying notes to the consolidated financial statements.

## DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF CAPITAL
## (in thousands, except unit data)

| | Redeemable Noncontrolling Interests | General Partner | | | | Limited Partners | | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interests in Consolidated Joint Ventures | Total Capital |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Preferred Units | | Common Units | | Common Units | | | | |
| | | Units | Amount | Units | Amount | Units | Amount | | | |
| **Balance as of December 31, 2016** | **$ —** | **41,900,000** | **$ 1,012,961** | **159,019,118** | **$ 4,218,659** | **2,475,663** | **$ 34,698** | **$ (140,619)** | **$ 6,598** | **$ 5,132,297** |
| Conversion of limited partner common units to general partner common units | — | — | — | 562,582 | 10,009 | (562,582) | (10,009) | — | — | — |
| Issuance of unvested restricted common units, net of forfeitures | — | — | — | 249,050 | — | — | — | — | — | — |
| Issuance of common units in connection with DFT merger | 66,259 | — | — | 43,175,629 | 5,247,558 | 6,111,770 | 676,566 | — | — | 5,924,124 |
| Issuance of common units, net of offering costs | — | — | — | 2,375,000 | 211,897 | — | — | — | — | 211,897 |
| Issuance of common units in connection with the exercise of stock options | — | — | — | 17,668 | 729 | — | — | — | — | 729 |
| Issuance of common units, net of forfeitures | — | — | — | — | — | 464,244 | — | — | — | — |
| Units issued in connection with employee stock purchase plan | — | — | — | 71,253 | 5,143 | — | — | — | — | 5,143 |
| Issuance of series C preferred units in connection with DFT merger | — | 8,050,000 | 219,250 | — | — | — | — | — | — | 219,250 |
| Issuance of series J preferred units, net of offering costs | — | 8,000,000 | 193,540 | — | — | — | — | — | — | 193,540 |
| Redemption of series F preferred units | — | (7,300,000) | (176,191) | — | (6,309) | — | — | — | — | (182,500) |
| Amortization of unearned compensation on share-based awards | — | — | — | — | 27,981 | — | — | — | — | 27,981 |
| Reclassification of vested share-based awards | — | — | — | — | (10,057) | — | 10,057 | — | — | — |
| Adjustment to redeemable noncontrolling interests | (12,357) | — | — | — | 4,166 | — | 8,191 | — | — | 12,357 |
| Distributions | — | — | (68,802) | — | (681,280) | — | (20,694) | — | — | (770,776) |
| Distributions to noncontrolling interests in consolidated joint ventures, net of contributions | — | — | — | — | — | — | — | — | (8,593) | (8,593) |
| Net income | — | — | 68,802 | — | 179,457 | — | 3,770 | — | 4,238 | 256,267 |
| Other comprehensive income - foreign currency translation adjustments | — | — | — | — | — | — | — | 28,709 | — | 28,709 |
| Other comprehensive loss - fair value of interest rate swaps and foreign currency hedges | — | — | — | — | — | — | — | (3,434) | — | (3,434) |
| Other comprehensive income – reclassification of accumulated other comprehensive loss to interest expense | — | — | — | — | — | — | — | 2,459 | — | 2,459 |
| **Balance as of December 31, 2017** | **$ 53,902** | **50,650,000** | **$ 1,249,560** | **205,470,300** | **$ 9,207,953** | **8,489,095** | **$ 702,579** | **$ (112,885)** | **$ 2,243** | **$ 11,049,450** |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CAPITAL (continued)**
**(in thousands, except unit data)**

| | Redeemable Noncontrolling Interests | General Partner | | | | Limited Partners | | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interests in Consolidated Joint Ventures | Total Capital |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Preferred Units | | Common Units | | Common Units | | | | |
| | | Units | Amount | Units | Amount | Units | Amount | | | |
| **Balance as of December 31, 2017** | **$ 53,902** | **50,650,000** | **$ 1,249,560** | **205,470,300** | **$ 9,207,953** | **8,489,095** | **$ 702,579** | **$ (112,885)** | **$ 2,243** | **$ 11,049,450** |
| Conversion of limited partner common units to general partner common units | — | — | — | 711,892 | 62,004 | (711,892) | (62,004) | — | — | — |
| Issuance of unvested restricted common units, net of forfeitures | — | — | — | 220,765 | — | — | — | — | — | — |
| Common unit offering costs | — | — | — | — | 1,194 | — | — | — | — | 1,194 |
| Issuance of units in connection with Ascenty Acquisition | — | — | — | — | — | 2,338,874 | 253,837 | — | 25,000 | 278,837 |
| Issuance of common units, net of forfeitures | — | — | — | — | — | 464,807 | — | — | — | — |
| Units issued in connection with employee stock purchase plan | — | — | — | 69,532 | 5,874 | — | — | — | — | 5,874 |
| Units repurchased and retired to satisfy tax withholding upon vesting | — | — | — | (46,833) | (5,055) | — | — | — | — | (5,055) |
| Amortization of unearned compensation on share-based awards | — | — | — | — | 32,456 | — | — | — | — | 32,456 |
| Reclassification of vested share-based awards | — | — | — | — | (3,772) | — | 3,772 | — | — | — |
| Adjustment to redeemable noncontrolling interests | (37,274) | — | — | — | 1,596 | — | 35,678 | — | — | 37,274 |
| Distributions | (1,271) | — | (81,316) | — | (833,364) | — | (32,311) | — | — | (946,991) |
| Contributions from noncontrolling interests in consolidated joint ventures, net of distributions | — | — | — | — | — | — | — | — | 66,124 | 66,124 |
| Cumulative effect adjustment from adoption of new accounting standard | — | — | — | — | 5,915 | — | — | — | — | 5,915 |
| Net income | 475 | — | 81,316 | — | 249,930 | — | 9,705 | — | (311) | 340,640 |
| Other comprehensive income - foreign currency translation adjustments | — | — | — | — | — | — | — | (11,736) | — | (11,736) |
| Other comprehensive loss - fair value of interest rate swaps | — | — | — | — | — | — | — | 8,197 | — | 8,197 |
| Other comprehensive income – reclassification of accumulated other comprehensive income to interest expense | — | — | — | — | — | — | — | (3,969) | — | (3,969) |
| **Balance as of December 31, 2018** | **$ 15,832** | **50,650,000** | **$ 1,249,560** | **206,425,656** | **$ 8,724,731** | **10,580,884** | **$ 911,256** | **$ (120,393)** | **$ 93,056** | **$ 10,858,210** |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CAPITAL (continued)**
**(in thousands, except unit data)**

| | Redeemable Noncontrolling Interests | General Partner | | | | Limited Partners | | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interests in Consolidated Joint Ventures | Total Capital |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Preferred Units | | Common Units | | Common Units | | | | |
| | | Units | Amount | Units | Amount | Units | Amount | | | |
| **Balance as of December 31, 2018** | **$ 15,832** | **50,650,000** | **$ 1,249,560** | **206,425,656** | **$ 8,724,731** | **10,580,884** | **$ 911,256** | **$ (120,393)** | **$ 93,056** | **$ 10,858,210** |
| Conversion of limited partner common units to general partner common units | — | — | — | 2,154,460 | 190,514 | (2,154,460) | (190,514) | — | — | — |
| Issuance of unvested restricted common units, net of forfeitures | — | — | — | 256,868 | — | — | — | — | — | — |
| Common unit offering costs | — | — | — | — | (2,530) | — | — | — | — | (2,530) |
| Issuance of common units, net of forfeitures | — | — | — | — | — | 416,731 | — | — | — | — |
| Units issued in connection with employee stock purchase plan | — | — | — | 63,774 | 5,462 | — | — | — | — | 5,462 |
| Issuance of series K preferred units, net of offering costs | — | 8,400,000 | 203,264 | — | — | — | — | — | — | 203,264 |
| Issuance of series L preferred units, net of offering costs | — | 13,800,000 | 334,886 | — | — | — | — | — | — | 334,886 |
| Redemption of series H preferred units | — | (14,600,000) | (353,290) | — | (11,760) | — | — | — | — | (365,050) |
| Amortization of unearned compensation on share-based awards | — | — | — | — | 38,662 | — | — | — | — | 38,662 |
| Reclassification of vested share-based awards | — | — | — | — | (8,458) | — | 8,458 | — | — | — |
| Adjustment to redeemable noncontrolling interests | 25,937 | — | — | — | (2,059) | — | — | — | (23,878) | (25,937) |
| Distributions | (676) | — | (74,990) | — | (900,201) | — | (38,278) | — | — | (1,013,469) |
| Contributions from noncontrolling interests in consolidated joint ventures, net of distributions | — | — | — | — | — | — | — | — | 63,173 | 63,173 |
| Deconsolidation of consolidated joint venture | — | — | — | — | — | — | — | — | (110,086) | (110,086) |
| Cumulative effect adjustment from adoption of new accounting standard | — | — | — | — | (6,318) | — | — | — | — | (6,318) |
| Net income | 372 | — | 74,990 | — | 504,771 | — | 20,728 | — | (1,640) | 598,849 |
| Other comprehensive income - foreign currency translation adjustments | — | — | — | — | — | — | — | 45,662 | — | 45,662 |
| Other comprehensive loss - fair value of interest rate swaps | — | — | — | — | — | — | — | (9,232) | — | (9,232) |
| Other comprehensive income – reclassification of accumulated other comprehensive income to interest expense | — | — | — | — | — | — | — | (7,446) | — | (7,446) |
| **Balance as of December 31, 2019** | **$ 41,465** | **58,250,000** | **$ 1,434,420** | **208,900,758** | **$ 8,532,814** | **8,843,155** | **$ 711,650** | **$ (91,409)** | **$ 20,625** | **$ 10,608,100** |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(in thousands)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| **Cash flows from operating activities:** | | | |
| Net income | $ 599,221 | $ 341,115 | $ 256,267 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Gain on disposition of properties, net | (335,148) | (80,049) | (40,354) |
| Unrealized gain on equity investment | (46,492) | (1,631) | — |
| Impairment of investments in real estate | 5,351 | — | 28,992 |
| Equity in earnings of unconsolidated joint ventures | (8,067) | (32,979) | (25,516) |
| Distributions from unconsolidated joint ventures | 44,293 | 21,905 | 31,747 |
| Write-off due to early lease terminations | 11,400 | 2,818 | 3,076 |
| Depreciation and amortization of buildings and improvements, tenant improvements and acquired ground leases | 809,472 | 770,275 | 594,996 |
| Amortization of acquired in-place lease value and deferred leasing costs | 354,302 | 416,621 | 247,468 |
| Amortization of share-based compensation | 34,905 | 27,159 | 20,521 |
| Non-cash amortization of terminated swaps | 1,047 | 1,120 | 1,204 |
| (Recovery of) allowance for doubtful accounts | 2,159 | 6,304 | (776) |
| Amortization of deferred financing costs | 13,362 | 11,537 | 10,634 |
| Loss (gain) from early extinguishment of debt | 39,157 | 1,568 | (1,990) |
| Amortization of debt discount/premium | 2,260 | 3,538 | 2,992 |
| Amortization of acquired above-market leases and acquired below-market leases, net | 17,097 | 26,530 | 1,770 |
| **Changes in assets and liabilities:** | | | |
| Accounts and other receivables | (8,435) | (21,318) | (73,717) |
| Deferred rent | (47,858) | (39,905) | (16,564) |
| Deferred leasing costs | (31,270) | (72,104) | (15,363) |
| Other assets | (15,599) | (9,145) | (1,800) |
| Accounts payable, operating lease liabilities and other accrued liabilities | 68,155 | 39,192 | (16,384) |
| Security deposits and prepaid rents | 4,505 | (27,227) | 16,102 |
| Net cash provided by operating activities | 1,513,817 | 1,385,324 | 1,023,305 |
| **Cash flows from investing activities:** | | | |
| Improvements to investments in real estate | (1,436,902) | (1,325,162) | (1,150,619) |
| Ascenty acquisition | — | (1,679,830) | — |
| Cash assumed in business combinations | — | 116,000 | 20,650 |
| Acquisitions of real estate | (75,704) | (410,712) | (415,764) |
| Proceeds from sale of properties, net of sales costs | — | 286,204 | 89,333 |
| Proceeds from the joint ventures transactions | 1,494,881 | — | — |
| Deconsolidation of Ascenty cash | (97,081) | — | — |
| Distribution of debt proceeds from closing of joint venture | — | — | 135,793 |
| Excess proceeds from forward contract settlement | — | — | 63,956 |
| Prepaid construction costs and other investments | (2,597) | (13,254) | — |
| Contributions to unconsolidated joint ventures | (101,101) | (673) | (93,405) |
| Deposits paid for acquisitions of real estate | (18,075) | — | — |
| Improvement advances to tenants | (66,078) | (48,502) | (50,857) |
| Collection of improvement advances to tenants | 27,665 | 39,936 | 43,760 |
| Net cash used in investing activities | (274,992) | (3,035,993) | (1,357,153) |

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)**
**(in thousands)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| **Cash flows from financing activities:** | | | |
| Borrowings on global revolving credit facilities | $ 3,099,685 | $ 3,046,245 | $ 2,180,556 |
| Repayments on global revolving credit facilities | (4,512,073) | (1,945,594) | (2,304,686) |
| Repayments on unsecured term loans | (375,000) | (674,332) | (371,520) |
| Borrowings on unsecured term loans | — | 467,922 | — |
| Borrowings on unsecured senior notes | 2,869,240 | 1,169,006 | 2,265,060 |
| Principal payments on unsecured senior notes | (1,539,613) | — | (884,841) |
| Borrowings on secured debt | — | 600,000 | 104,000 |
| Principal payments on secured debt | (688) | (594) | (105,546) |
| Repayments on other secured loans | — | — | (50,000) |
| Payment of loan fees and costs | (20,944) | (44,299) | (16,830) |
| Premium paid for early extinguishment of debt | (35,067) | — | — |
| Capital contributions from (distributions to) noncontrolling interests in consolidated joint ventures, net | 63,173 | 66,124 | (8,593) |
| Taxes paid related to net settlement of stock-based compensation awards | — | (5,055) | — |
| General partner contributions | 541,082 | 7,068 | 411,309 |
| General partner distributions | (365,050) | — | (182,500) |
| Proceeds from forward swap contract | — | 1,560 | — |
| Payment of distributions to preferred unitholders | (74,990) | (81,316) | (68,802) |
| Payment of distributions to common unitholders | (921,776) | (849,466) | (646,407) |
| Net cash (used in) provided by financing activities | (1,272,021) | 1,757,269 | 321,200 |
| Net (decrease) increase in cash, cash equivalents and restricted cash | (33,196) | 106,600 | (12,648) |
| Effect of exchange rate changes on cash, cash equivalents and restricted cash | (4,773) | 15,441 | 3,793 |
| Cash, cash equivalents and restricted cash at beginning of year | 135,222 | 13,181 | 22,036 |
| Cash, cash equivalents and restricted cash at end of year | $ 97,253 | $ 135,222 | $ 13,181 |

**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)**
**(in thousands)**

| | Year Ended December 31, | | |
|---|---|---|---|
| | **2019** | **2018** | **2017** |
| **Supplemental disclosure of cash flow information:** | | | |
| Cash paid for interest, net of amounts capitalized | $ 312,848 | $ 288,643 | $ 211,549 |
| Cash paid for income taxes | 14,607 | 11,224 | 9,456 |
| Operating cash paid used in the measurement of operating lease liabilities | 89,980 | — | — |
| **Supplementary disclosure of noncash investing and financing activities:** | | | |
| Decrease to goodwill and deferred tax liability (classified within accounts payable and other accrued liabilities) | (9,436) | — | — |
| Limited Partner common units converted to General Partner common units | 190,514 | 62,004 | 10,009 |
| Accrual for additions to investments in real estate and tenant improvement advances included in accounts payable and accrued expenses | 197,665 | 189,508 | 149,548 |
| Assumption of capital lease obligations upon acquisition | — | 75,030 | — |
| Non-cash derecognition of capital lease obligation | — | 17,294 | — |
| | | | |
| **Allocation of purchase price of real estate/investment in partnership to:** | | | |
| Investment in real estate | $ 74,903 | $ 410,712 | $ 366,105 |
| Account receivables | 76 | — | — |
| Acquired above-market leases | — | — | 21,043 |
| Acquired in-place lease value, deferred leasing costs and intangibles | 725 | — | 30,111 |
| Acquired below-market leases | — | — | (1,495) |
| Cash paid for acquisition of real estate | $ 75,704 | $ 410,712 | $ 415,764 |
| | | | |
| **Allocation of purchase price to business combinations:** | | | |
| Cash and cash equivalents | $ — | $ 116,000 | $ 20,650 |
| Land | — | — | 312,579 |
| Buildings and improvements | — | 425,000 | 3,677,497 |
| Accounts receivables and other assets | — | 30,000 | 10,978 |
| Acquired above-market leases | — | — | 162,333 |
| Tenant relationship and acquired in-place lease value | — | 495,000 | 1,582,385 |
| Goodwill | — | 982,667 | 2,592,181 |
| Revolving credit facility | — | — | (450,697) |
| Unsecured term loans | — | — | (250,000) |
| Unsecured notes | — | — | (886,831) |
| Secured debt | — | — | (105,000) |
| Accounts payable and other accrued liabilities | — | (90,000) | (248,259) |
| Acquired below-market leases | — | — | (185,543) |
| Other working capital, net | — | — | (22,640) |
| Redeemable noncontrolling interests -- operating partnership | — | — | (66,259) |
| Common units issued to general partner in connection with DFT merger | — | — | (5,247,558) |
| Common units issued to limited partners in connection with DFT merger | — | (253,837) | (676,566) |
| Noncontrolling interests in consolidated joint venture | — | (25,000) | — |
| Issuance of preferred units in connection with merger | — | — | (219,250) |
| **Cash consideration** | $ — | $ 1,679,830 | $ — |
| | | | |
| **Contribution of assets and liabilities to unconsolidated joint venture:** | | | |
| Investment in real estate | $ 571,648 | $ — | $ 119,106 |
| Other assets | 171,798 | — | 16,700 |
| Other liabilities | (21,004) | — | (31,634) |
| Net carrying value of assets and liabilities contributed to joint ventures | $ 722,442 | $ — | $ 104,172 |
| | | | |
| Recognition of retained investment in unconsolidated joint ventures | $ 196,547 | $ — | $ 55,746 |

| | | | |
|---|---|---|---|
| **Deconsolidation of Ascenty:** | | | |
| Investment in real estate | $ (362,951) | $ — | $ — |
| Account receivables | (24,977) | — | — |
| Acquired in-place lease value, deferred leasing costs and intangibles | (480,128) | — | — |
| Goodwill | (967,189) | — | — |
| Other assets | (31,099) | — | — |
| Secured debt | 571,873 | — | — |
| Accounts payable and other accrued liabilities | 72,449 | — | — |
| Accumulated other comprehensive loss | (21,687) | — | — |
| Deconsolidation of Ascenty cash | (97,081) | — | — |
| Net carrying value of Ascenty assets and liabilities deconsolidated | $ (1,340,790) | $ — | $ — |
| | | | |
| Recognition of retained investment in unconsolidated Ascenty joint venture | $ 727,439 | $ — | $ — |
| | | | |
| **Deconsolidation of consolidated joint venture:** | | | |
| Investment in real estate | $ (199,063) | $ — | $ — |
| Account receivables | (14,545) | — | — |
| Acquired in-place lease value, deferred leasing costs and intangibles | (23) | — | — |
| Other assets | (13) | — | — |
| Accounts payable and other accrued liabilities | 1,316 | — | — |
| Deconsolidation of cash and cash equivalents | (7,844) | — | — |
| Net carrying value of assets and liabilities contributed to unconsolidated joint venture | $ (220,172) | $ — | $ — |
| | | | |
| Recognition of retained investment in unconsolidated joint venture | $ 110,086 | $ — | — |
| Derecognition of noncontrolling interest in joint venture | $ 110,086 | $ — | — |

See accompanying notes to the consolidated financial statements.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-**
**December 31, 2019 and 2018**

## 1. Organization and Description of Business

Digital Realty Trust, Inc. through its controlling interest in Digital Realty Trust, L.P. (the Operating Partnership) and the subsidiaries of the Operating Partnership (collectively, we, our, us or the Company) is a leading global provider of data center, colocation and interconnection solutions for customers across a variety of industry verticals ranging from cloud and information technology services, communications and social networking to financial services, manufacturing, energy, healthcare, and consumer products. The Operating Partnership, a Maryland limited partnership, is the entity through which Digital Realty Trust, Inc., a Maryland corporation, conducts its business of owning, acquiring, developing and operating data centers. Digital Realty Trust, Inc. operates as a REIT for federal income tax purposes. A summary of our data center portfolio as of December 31, 2019 and 2018 is as follows:

| | Data Centers | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | As of December 31, 2019 | | | | As of December 31, 2018 | | | |
| Region | Operating | Held for Sale [1] | Unconsolidated Joint Ventures | Total | Operating | Held for Sale | Unconsolidated Joint Ventures | Total |
| United States | 119 | 11 | 17 | 147 | 131 | — | 14 | 145 |
| Europe | 41 | — | — | 41 | 38 | — | — | 38 |
| Latin America | — | — | 19 | 19 | 16 | — | — | 16 |
| Asia | 5 | — | 5 | 10 | 3 | — | 4 | 7 |
| Australia | 5 | — | — | 5 | 5 | — | — | 5 |
| Canada | 2 | 1 | — | 3 | 3 | — | — | 3 |
| **Total** | **172** | **12** | **41** | **225** | **196** | **—** | **18** | **214** |

(1) Includes 10 Powered Base Building® properties, which comprise 12 data centers, that are held for sale to a third party as of December 31, 2019 (see note 5).

On December 20, 2018, the Operating Partnership and Stellar Participações S.A. (formerly Stellar Participações Ltda.), a Brazilian subsidiary of the Operating Partnership, completed the acquisition of Ascenty, a leading data center provider in Brazil, for cash and equity consideration of approximately $2.0 billion, including cash purchased. We refer to this transaction as the Ascenty Acquisition. In March 2019, we formed a joint venture with Brookfield Infrastructure, an affiliate of Brookfield Asset Management, one of the largest owners and operators of infrastructure assets globally. Brookfield invested approximately $702 million in exchange for 49% of the total equity interests in the joint venture which owns and operates Ascenty. A subsidiary of the Operating Partnership retained the remaining equity interest in the Ascenty joint venture. The power to control the Ascenty joint venture is shared equally between the Operating Partnership and Brookfield and as a result of losing control, the Operating Partnership deconsolidated Ascenty on March 29, 2019. See note 6 for additional information.

We are diversified in major metropolitan areas where data center and technology customers are concentrated, including the Atlanta, Boston, Chicago, Dallas, Los Angeles, New York, Northern Virginia, Phoenix, San Francisco, Seattle, Silicon Valley and Toronto metropolitan areas in North America, the Amsterdam, Dublin, Frankfurt, London and Paris metropolitan areas in Europe, the Fortaleza, Rio de Janeiro, Santiago and São Paulo metropolitan areas in Latin America, and the Hong Kong, Melbourne, Osaka, Seoul, Singapore, Sydney, and Tokyo metropolitan areas in the Asia Pacific region. The portfolio consists of data centers, Internet gateway facilities and office and other non-data center space.

The Operating Partnership was formed on July 21, 2004 in anticipation of Digital Realty Trust, Inc.'s initial public offering (IPO) on November 3, 2004 and commenced operations on that date. As of December 31, 2019, Digital Realty

Trust, Inc. owns a 95.9% common interest and a 100.0% preferred interest in the Operating Partnership. As of December 31, 2018, Digital Realty Trust, Inc. owned a 95.1% common interest and a 100.0% preferred interest in the Operating Partnership. As sole general partner of the Operating Partnership, Digital Realty Trust, Inc. has the full, exclusive and complete responsibility for the Operating Partnership's day-to-day management and control. The limited partners of the Operating Partnership do not have rights to replace Digital Realty Trust, Inc. as the general partner nor do they have participating rights, although they do have certain protective rights.

As used in these Notes: "DFT" refers to DuPont Fabros Technology, Inc.; "DFT Merger" refers to the Company's acquisition of DuPont Fabros Technology, Inc.; "DFT Operating Partnership" refers to DuPont Fabros Technology, L.P.; "European Portfolio Acquisition" refers to the Company's acquisition of a portfolio of eight data centers in Europe; and "Telx Acquisition" refers to the Company's acquisition of Telx Holdings, Inc.

**2. Summary of Significant Accounting Policies**

***(a) Principles of Consolidation and Basis of Presentation***

The accompanying consolidated financial statements include all of the accounts of Digital Realty Trust, Inc., the Operating Partnership and the subsidiaries of the Operating Partnership. Intercompany balances and transactions have been eliminated.

The notes to the consolidated financial statements of Digital Realty Trust, Inc. and the Operating Partnership have been combined to provide the following benefits:

- enhancing investors' understanding of the Company and the Operating Partnership by enabling investors to view the business as a whole in the same manner as management views and operates the business;
- eliminating duplicative disclosure and providing a more streamlined and readable presentation since a substantial portion of the disclosure applies to both the Company and the Operating Partnership; and
- creating time and cost efficiencies through the preparation of one set of notes instead of two separate sets of notes.

There are few differences between the Company and the Operating Partnership, which are reflected in these consolidated financial statements. We believe it is important to understand the differences between the Company and the Operating Partnership in the context of how we operate as an interrelated consolidated company. Digital Realty Trust, Inc.'s only material asset is its ownership of partnership interests of the Operating Partnership. As a result, Digital Realty Trust, Inc. generally does not conduct business itself, other than acting as the sole general partner of the Operating Partnership, issuing public securities from time to time and guaranteeing certain unsecured debt of the Operating Partnership and certain of its subsidiaries and affiliates. Digital Realty Trust, Inc. itself has not issued any indebtedness but guarantees the unsecured debt of the Operating Partnership and certain of its subsidiaries and affiliates, as disclosed in these notes.

The Operating Partnership holds substantially all the assets of the Company and holds the ownership interests in the Company's joint ventures. The Operating Partnership conducts the operations of the business and is structured as a partnership with no publicly traded equity. Except for net proceeds from public equity issuances by Digital Realty Trust, Inc., which are generally contributed to the Operating Partnership in exchange for partnership units, the Operating Partnership generally generates the capital required by the Company's business primarily through the Operating

Partnership's operations, by the Operating Partnership's or its affiliates' direct or indirect incurrence of indebtedness or through the issuance of partnership units.

The presentation of noncontrolling interests in operating partnership, stockholders' equity and partners' capital are the main areas of difference between the consolidated financial statements of Digital Realty Trust, Inc. and those of the Operating Partnership. The common limited partnership interests held by the limited partners in the Operating Partnership are presented as limited partners' capital within partners' capital in the Operating Partnership's consolidated financial statements and as noncontrolling interests in operating partnership within equity in Digital Realty Trust, Inc.'s consolidated financial statements. The common and preferred partnership interests held by Digital Realty Trust, Inc. in the Operating Partnership are presented as general partner's capital within partners' capital in the Operating Partnership's consolidated financial statements and as preferred stock, common stock, additional paid-in capital and accumulated dividends in excess of earnings within stockholders' equity in Digital Realty Trust, Inc.'s consolidated financial statements. The differences in the presentations between stockholders' equity and partners' capital result from the differences in the equity issued at the Digital Realty Trust, Inc. and the Operating Partnership levels.

To help investors understand the significant differences between the Company and the Operating Partnership, these consolidated financial statements present the following separate sections for each of the Company and the Operating Partnership:

- consolidated face financial statements; and
- the following notes to the consolidated financial statements:
  - "Debt of the Company" and "Debt of the Operating Partnership";
  - "Income per Share" and "Income per Unit";
  - "Equity and Accumulated Other Comprehensive Loss, Net of the Company" and Capital and Accumulated Other Comprehensive Loss of the Operating Partnership"; and
  - "Quarterly Financial Information".

In the sections that combine disclosure of Digital Realty Trust, Inc. and the Operating Partnership, these notes refer to actions or holdings as being actions or holdings of the Company. Although the Operating Partnership is generally the entity that enters into contracts and joint ventures and holds assets and debt, reference to the Company is appropriate because the business is one enterprise and the Company generally operates the business through the Operating Partnership.

***(b) Cash Equivalents***

For the purpose of the consolidated statements of cash flows, we consider short-term investments with original maturities of 90 days or less to be cash equivalents. As of December 31, 2019 and 2018, cash equivalents consist of investments in money market instruments.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***(c) Investments in Real Estate***

Investments in real estate are stated at cost, less accumulated depreciation and amortization. Land is not depreciated. Depreciation and amortization are recorded on a straight-line basis over the estimated useful lives as follows:

| | |
|---|---|
| Acquired ground leases | Terms of the related lease |
| Buildings and improvements | 5-39 years |
| Machinery and equipment | 7-15 years |
| Furniture and fixtures | 3-5 years |
| Leasehold improvements | Shorter of the estimated useful lives or the terms of the related leases |
| Tenant improvements | Shorter of the estimated useful lives or the terms of the related leases |

Improvements and replacements are capitalized when they extend the useful life, increase capacity, or improve the efficiency of the asset. Repairs and maintenance are charged to expense as incurred.

Assets that are classified as held for sale are recorded at the lower of their carrying value or fair value less costs to dispose. We classify an asset as held for sale once management has the authority to approve and commits to a plan to sell, the asset is available for immediate sale, an active program to locate a buyer has commenced and the sale of the asset is probable and transfer of the asset is expected to occur within one year. Upon the classification of assets as held for sale or sold, the depreciation and amortization of the assets will cease.

***(d) Investments in Unconsolidated Joint Ventures***

The Company's investments in unconsolidated joint ventures are accounted for using the equity method. We use the equity method when we have the ability to exercise significant influence over operating and financial policies of the venture but do not have control of the entity. Under the equity method, we initially recognize these investments in the balance sheet at our cost or proportionate share of fair value. We subsequently adjust the accounts to reflect our proportionate share of net earnings or losses recognized and other comprehensive income or loss, distributions received, contributions made and certain other adjustments, as appropriate. We do not record losses of the joint ventures in excess of our investment balances unless we are liable for the obligations of the joint venture or are otherwise committed to provide financial support to the joint venture. Likewise, and as long as we have no explicit or implicit obligations to the joint venture, we will suspend equity method accounting to the extent that cash distributions exceed our investment balances until those unrecorded earnings exceed the excess distributions previously recognized in income. In this case, we will apply cost accounting concepts which tie income recognition to the receipt of cash. Cost basis accounting concepts will apply until earnings exceed the excess distributions previously recognized in income.

We amortize the difference between the cost of our investment in the joint ventures and the book value of the underlying equity into income on a straight-line basis consistent with the lives of the underlying assets. In the event the underlying asset is goodwill, the difference is not amortized. The amortization of this difference was immaterial for each of the years ended December 31, 2019, 2018 and 2017.

***(e) Impairment of Long-Lived and Finite-Lived Intangible Assets***

We review each of our properties for indicators that its carrying amount may not be recoverable. Examples of such indicators may include a significant decrease in the market price of the property, a change in the expected holding period for the property, a significant adverse change in how the property is being used or expected to be used based on the underwriting at the time of acquisition, an accumulation of costs significantly in excess of the amount originally

expected for the acquisition or development of the property, or a history of operating or cash flow losses of the property. When such impairment indicators exist, we review an estimate of the future undiscounted net cash flows (excluding interest charges) expected to result from the property's or asset group's use and eventual disposition and compare that estimate to the carrying value of the property or the asset group. We consider factors such as future operating income, trends and prospects, as well as the effects of leasing demand, competition and other factors. If our future undiscounted net cash flow evaluation indicates that we are unable to recover the carrying value of a property or asset group, an impairment loss is recorded to the extent that the carrying value exceeds the estimated fair value of the property or fair value of the properties within the asset group. These losses have a direct impact on our net income because recording an impairment loss results in an immediate negative adjustment to net income. The evaluation of anticipated cash flows is highly subjective and is based in part on assumptions regarding future occupancy, rental rates and capital requirements that could differ materially from actual results in future periods. Since cash flows on properties considered to be long-lived assets to be held and used are considered on an undiscounted basis to determine whether the carrying value of a property or asset group is recoverable, our strategy of holding properties over the long-term directly decreases the likelihood of their carrying values not being recoverable and therefore requiring the recording of an impairment loss. If our strategy changes or market conditions otherwise dictate an earlier sale date, an impairment loss may be recognized, and such loss could be material. If we determine that the asset fails the recoverability test, the affected assets must be reduced to their fair value.

We generally estimate the fair value of rental properties utilizing a discounted cash flow analysis that includes projections of future revenues, expenses and capital improvement costs that a market participant would use based on the highest and best use of the asset, which is similar to the income approach that is commonly utilized by appraisers. In certain cases, we may supplement this analysis by obtaining outside broker opinions of value.

In considering whether to classify a property as held for sale or contribution, the Company considers whether: (i) management has committed to a plan to sell or contribute the property; (ii) the property is available for immediate sale or contribution in its present condition; (iii) the Company has initiated a program to locate a buyer or joint venture partner; (iv) the Company believes that the sale or contribution of the property is probable; (v) the Company is actively marketing the property for sale or contribution at a price that is reasonable in relation to its current value; and (vi) actions required for the Company to complete the plan indicate that it is unlikely that any significant changes will be made to the plan.

If all the above criteria are met, the Company classifies the property as held for sale or contribution. Assets classified as held for sale are expected to be sold to a third party and assets classified as held for contribution are expected to be contributed to an unconsolidated joint venture or to a third party within twelve months. At such time, the respective assets and liabilities are presented separately in the consolidated balance sheets and depreciation is no longer recognized. Assets held for sale or contribution are reported at the lower of their carrying amount or their estimated fair value less the costs to sell or contribute. Only those assets held for sale or contribution that constitute a strategic shift that has or will have a major effect on our operations are classified as discontinued operations. To date we have had no property dispositions or assets classified as held for sale or contribution that would meet the definition of discontinued operations.

If impairment indicators arise with respect to intangible assets with finite useful lives, we evaluate impairment by comparing the carrying amount of the asset to the estimated future undiscounted net cash flows expected to be generated by the asset. If estimated future undiscounted net cash flows are less than the carrying amount of the asset, then we estimate the fair value of the asset and compare the estimated fair value to the intangible asset's carrying value. We recognize any shortfall from carrying value as an impairment loss in the current period.

***(f) Purchase Accounting***

Purchase accounting is applied to the assets and liabilities related to all real estate investments acquired from third parties. The Company evaluates the nature of the purchase to determine whether the purchase is a business combination or an asset acquisition. Transaction costs associated with business combinations are expensed as incurred while transaction costs associated with an asset acquisition are included in the total costs of the acquisition and are allocated on a pro-rata basis to the carrying value of the assets and liabilities recognized in connection with the acquisition. The following accounting policies related to valuing the acquired tangible and intangible assets and liabilities are applicable to both business combinations and asset acquisitions. However, in the event the purchase is an asset acquisition, no goodwill or gain is permitted to be recognized. In an asset acquisition, the difference between the sum of the identified tangible and intangible assets and liabilities and the total purchase price (including transactions costs) is allocated to the identified tangible and intangible assets and liabilities on a relative fair value basis. In accordance with current accounting guidance, the fair value of the real estate acquired is allocated to the acquired tangible assets, consisting primarily of land, building and tenant improvements, and identified intangible assets and liabilities, consisting of the value of above-market and below-market leases, value of in-place leases and acquired ground leases and in the case of a business combination, tenant relationship value, based in each case on their fair values. Loan premiums, in the case of above-market rate loans, or loan discounts, in the case of below-market loans, are recorded based on the fair value of any loans assumed in connection with acquiring the real estate.

The fair values of the tangible assets of an acquired property are determined based on comparable land sales for land and replacement costs adjusted for physical and market obsolescence for the improvements. The fair values of the tangible assets of an acquired property are also determined by valuing the property as if it were vacant, and the “as-if-vacant” value is then allocated to land, building and tenant improvements based on management’s determination of the relative fair values of these assets. Management determines the as-if-vacant fair value of a property based on assumptions that a market participant would use, which is similar to methods used by independent appraisers. Factors considered by management in performing these analyses include an estimate of carrying costs during the expected lease-up periods considering current market conditions and costs to execute similar leases. In estimating carrying costs, management includes real estate taxes, insurance and other operating expenses and estimates of lost rental revenue during the expected lease-up periods based on current market demand. Management also estimates costs to execute similar leases including leasing commissions, tenant improvements, legal and other related costs.

In allocating the fair value of the identified intangible assets and liabilities of an acquired property, above-market and below-market in-place lease values are recorded based on the present value (using an interest rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to the in-place leases and (ii) estimated fair market lease rates from the perspective of a market participant for the corresponding in-place leases, measured, for above-market leases, over a period equal to the remaining non-cancelable term of the lease and, for below-market leases, over a period equal to the initial term plus any below-market fixed rate renewal periods. The leases we have acquired do not currently include any below-market fixed rate renewal periods. The capitalized above-market lease values are amortized as a reduction of rental income over the remaining non-cancelable terms of the respective leases. The capitalized below-market lease values, also referred to as acquired lease obligations, are amortized as an increase to rental income over the initial terms of the respective leases and any below-market fixed rate renewal periods.

In addition to the intangible value for above-market leases and the intangible negative value for below-market leases, there is intangible value related to having tenants leasing space in the purchased property, which is referred to as in-place lease value. Such value results primarily from the buyer of a leased property avoiding the costs associated with leasing the property and also avoiding rent losses and unreimbursed operating expenses during the lease-up period.

Factors to be considered by management in its analysis of in-place lease values include an estimate of carrying costs during hypothetical expected lease-up periods considering current market conditions, and costs to execute similar leases. In estimating carrying costs, management includes real estate taxes, insurance and other operating expenses and estimates of lost rental revenue at market rates during the expected lease-up periods, depending on local market conditions. In estimating costs to execute similar leases, management considers leasing commissions, legal and other related expenses. The value of in-place leases is amortized to expense over the remaining initial terms of the respective leases.

The Company uses the excess earnings method to value tenant relationship value, if any. Such value exists in transactions that involve the acquisition of tenants and customers that are expected to generate recurring revenues beyond existing in place lease terms. The primary factors to be considered by management in its analysis of tenant relationship value include historical tenant lease renewals and attrition rates, rental renewal probabilities and related market terms, estimated operating costs, and discount rate. Tenant relationship value is amortized to expense ratably over the anticipated life of the tenant relationships generating excess earnings, which is the period management uses to value this intangible asset.

***(g) Goodwill***

Goodwill represents the excess of the purchase price over the fair value of net tangible and intangible assets acquired and tangible and intangible liabilities assumed in a business combination. Goodwill is not amortized. We perform an annual impairment test for goodwill and between annual tests, we evaluate goodwill for impairment whenever events or changes in circumstances occur that would more likely than not reduce the fair value of a reporting unit below its carrying value. In our impairment tests of goodwill, we first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If based on this assessment, we determine that the fair value of the reporting unit is not less than its carrying value, then performing the additional two-step impairment test is unnecessary. If our qualitative assessment indicates that goodwill impairment is more likely than not, we perform a two-step impairment test. We test goodwill for impairment under the two-step impairment test by first comparing the book value of net assets including goodwill to the fair value of the reporting unit. We estimate the fair value of the reporting unit using a technique based on a performance measure or measures consistent with the objective of measuring fair value, which may include quoted market prices, multiples of earnings or discounted cash flows. If the fair value is determined to be less than the book value of the net assets, including goodwill, a second step is performed to compute the amount of impairment as the difference between the implied fair value of goodwill and its carrying value. If the carrying value of goodwill exceeds its implied fair value, an impairment charge is recognized. We have not recognized any goodwill impairments since our inception. Since some of the goodwill is denominated in foreign currencies, changes to the goodwill balance occur over time due to changes in foreign currency exchange rates.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

The following is a summary of goodwill activity for the years ended December 31, 2019 and 2018 (in thousands):

| Merger / Portfolio Acquisition | Balance as of December 31, 2018 | Merger / Acquisition | Deconsolidation | Goodwill Adjustments [1] | Impact of Change in Foreign Exchange Rates | Balance as of December 31, 2019 |
|---|---|---|---|---|---|---|
| Telx Acquisition | $ 330,845 | $ — | $ — | $ — | $ — | $ 330,845 |
| European Portfolio Acquisition | 442,349 | — | — | (9,436) | 7,166 | 440,079 |
| DFT Merger | 2,592,146 | — | — | — | — | 2,592,146 |
| Ascenty Acquisition | 982,667 | — | (967,189) | — | (15,478) | — |
| **Total** | $ 4,348,007 | $ — | $ (967,189) | $ (9,436) | $ (8,312) | $ 3,363,070 |

| | Balance as of December 31, 2017 | Merger / Acquisition | Deconsolidation | Goodwill Adjustments | Impact of Change in Foreign Exchange Rates | Balance as of December 31, 2018 |
|---|---|---|---|---|---|---|
| Telx Acquisition | $ 330,845 | $ — | $ — | $ — | $ — | $ 330,845 |
| European Portfolio Acquisition | 466,604 | — | — | — | (24,255) | 442,349 |
| DFT Merger | 2,592,146 | — | — | — | — | 2,592,146 |
| Ascenty Acquisition | — | 982,667 | — | — | — | 982,667 |
| **Total** | $ 3,389,595 | $ 982,667 | $ — | $ — | $ (24,255) | $ 4,348,007 |

(1) As a result of a subsequent reduction to an acquired deferred tax liability that would not have impacted consideration paid, goodwill was adjusted.

***(h) Capitalization of Costs***

Direct and indirect project costs that are clearly associated with the development of properties are capitalized as incurred. Project costs include all costs directly associated with the development of a property, including construction costs, interest, property taxes, insurance, legal fees and costs of personnel working on the project. Indirect costs that do not clearly relate to the projects under development are not capitalized and are charged to expense as incurred.

Capitalization of costs begins when the activities necessary to get the development project ready for its intended use begins, which include costs incurred before the beginning of construction. Capitalization of costs ceases when the development project is substantially complete and ready for its intended use. Determining when a development project commences and when it is substantially complete and ready for its intended use involves a degree of judgment. We generally consider a development project to be substantially complete and ready for its intended use upon receipt of a certificate of occupancy. If and when development of a property is suspended pursuant to a formal change in the planned use of the property, we will evaluate whether the accumulated costs exceed the estimated value of the project and write off the amount of any such excess accumulated costs. For a development project that is suspended for reasons other than a formal change in the planned use of such property, the accumulated project costs are evaluated for impairment consistent with our impairment policies for long-lived assets. During the development period, all costs including the associated land are classified to construction in progress and space held for development. Upon completion of the development period for a project, accumulated construction in progress costs including the land related to a project are allocated to the specific components of a project that are benefited.

Construction in progress and space held for development includes the cost of land, the cost of construction of buildings, improvements and fixed equipment, and costs for design and engineering. Other costs, such as interest, legal, property taxes and corporate project supervision, which can be directly associated with the project during construction, are also included in construction in progress and space held for development. Land held for development includes parcels of land owned by the Company, upon which the Company intends to develop and own data centers, but has yet to commence development.

During the years ended December 31, 2019, 2018 and 2017, we capitalized interest of approximately $40.2 million, $34.7 million and $21.7 million, respectively. During the years ended December 31, 2019, 2018 and 2017, we capitalized amounts relating to compensation expense and other overhead expense of employees direct and incremental to construction activities of approximately $50.3 million, $42.0 million and $38.0 million, respectively.

***(i) Deferred Leasing Costs***

Leasing commissions and other direct and indirect costs associated with the acquisition of tenants are capitalized and amortized on a straight-line basis over the terms of the related leases. During the years ended December 31, 2019, 2018 and 2017, we capitalized amounts relating to fixed compensation expense and other overhead expense of employees direct and incremental to successful leasing activities of approximately $0.0 million, $37.0 million and $43.4 million, respectively. During the years ended December 31, 2019, 2018 and 2017, we capitalized amounts relating to variable compensation of employees direct and incremental to successful leasing activities of approximately $30.8 million, $27.2 million and $10.6 million, respectively. Deferred leasing costs is included in acquired in-place lease value, deferred leasing costs and intangibles on the consolidated balance sheet and amounted to approximately $291.8 million and $322.2 million, net of accumulated amortization, as of December 31, 2019 and 2018, respectively. Amortization expense on leasing costs was approximately $75.3 million, $72.9 million, and $50.1 million for the years ended December 31, 2019, 2018 and 2017, respectively.

***(j) Foreign Currency Translation***

Assets and liabilities of our subsidiaries outside the United States with non-U.S. dollar functional currencies are translated into U.S. dollars using exchange rates as of the balance sheet dates. Income and expenses are translated using the average exchange rates for the reporting period. Foreign currency translation adjustments are recorded as a component of other comprehensive income. In the statement of cash flows, cash flows denominated in foreign currencies are translated using the exchange rates in effect at the time of the cash flows or an average exchange rate for the period, depending on the nature of the cash flow item.

***(k) Deferred Financing Costs***

Loan fees and costs are recorded as an adjustment to the carrying amount of the related debt and amortized over the life of the related loans on a straight-line basis, which approximates the effective interest method. Such amortization is included as a component of interest expense.

***(l) Restricted Cash***

Restricted cash consists of deposits for real estate taxes and insurance and other amounts as required by our loan agreements including funds for leasing costs and improvements related to unoccupied space.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***(m) Offering Costs***

Underwriting commissions and other offering costs are reflected as a reduction in additional paid-in capital, or in the case of preferred stock, as a reduction of the carrying value of preferred stock.

***(n) Share-Based Compensation***

The Company measures all share-based compensation awards at fair value on the date they are granted to employees and directors, and recognizes compensation cost, net of forfeitures, over the requisite service period for awards with only a service condition. The estimated fair value of the long-term incentive units and Class D units (discussed in Note 15) granted by us is being amortized on a straight-line basis over the expected service period.

The fair value of share-based compensation awards that contain a market condition is measured using a Monte Carlo simulation method and is not adjusted based on actual achievement of the market condition.

***(o) Derivative Instruments***

Derivative financial instruments are employed to manage risks, including foreign currency and interest rate exposures and are not used for trading or speculative purposes. As part of the Company's risk management program, a variety of financial instruments, such as interest rate swaps and foreign exchange contracts, may be used to mitigate interest rate exposure and foreign currency exposure. The Company recognizes all derivative instruments in the balance sheet at fair value.

Changes in the fair value of derivatives are recognized periodically either in earnings or in stockholders' equity as a component of accumulated other comprehensive income (loss), depending on whether the derivative financial instrument is undesignated or qualifies for hedge accounting, and if so, whether it represents a fair value, cash flow, or net investment hedge. Gains and losses on derivatives designated as cash flow hedges, to the extent they are included in the assessment of effectiveness, are recorded in other comprehensive income (loss) and subsequently reclassified to earnings to offset the impact of the hedged items when they occur. In the event it becomes probable the forecasted transaction to which a cash flow hedge relates will not occur, the derivative would be terminated and the amount in other comprehensive income (loss) would be recognized in earnings. Changes in the fair value of derivatives that are designated and qualify as a hedge of the net investment in foreign operations, to the extent they are included in the assessment of effectiveness, are reported in other comprehensive income (loss) and are deferred until disposal of the underlying assets. Gains and losses representing components excluded from the assessment of effectiveness for cash flow and fair value hedges are recognized in earnings on a straight-line basis in the same caption as the hedged item over the term of the hedge. Gains and losses representing components excluded from the assessment of effectiveness for net investment hedges are recognized in earnings on a straight-line basis over the term of the hedge.

The net interest paid or received on interest rate swaps is recognized as interest expense. Gains and losses resulting from the early termination of interest rate swap agreements are deferred and amortized as adjustments to interest expense over the remaining period of the debt originally covered by the terminated swap.

See Note 16 for further discussion on derivative instruments.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***(p) Income Taxes***

Digital Realty Trust, Inc. has elected to be treated as a real estate investment trust (a "REIT") for federal income tax purposes. As a REIT, Digital Realty Trust, Inc. generally is not required to pay U.S. federal corporate income tax to the extent taxable income is currently distributed to its stockholders. If Digital Realty Trust, Inc. fails to qualify as a REIT in any taxable year, it will be subject to U.S. federal income tax (including any applicable alternative minimum tax for taxable years prior to 2018) on its taxable income.

The Company is subject to foreign, state and local income taxes in the jurisdictions in which it conducts business. The Company's taxable REIT subsidiaries are subject to federal, state, local and foreign income taxes to the extent there is taxable income. Accordingly, the Company recognizes current and deferred income taxes for U.S. federal (for its taxable REIT subsidiaries), state, local and foreign jurisdictions, as appropriate.

We assess our significant tax positions in accordance with U.S. GAAP for all open tax years and determine whether we have any material unrecognized liabilities from uncertain tax benefits. If a tax position is not considered "more-likely-than-not" to be sustained solely on its technical merits, no benefits of the tax position are to be recognized (for financial statement purposes). As of December 31, 2019 and 2018, we have no assets or liabilities for uncertain tax positions. We classify interest and penalties from significant uncertain tax positions as interest expense and operating expense, respectively, in our consolidated income statements. For the years ended December 31, 2019, 2018 and 2017, we had no such interest or penalties. The tax year 2016 and thereafter remain open to examination by the major taxing jurisdictions with which the Company files tax returns.

See Note 12 for further discussion on income taxes.

***(q) Presentation of Transactional-based Taxes***

We account for transactional-based taxes, such as value added tax, or VAT, for our international properties on a net basis.

***(r) Redeemable Noncontrolling Interests***

Redeemable noncontrolling interests include amounts related to partnership units issued by consolidated subsidiaries of the Company in which redemption for equity is outside the control of the Company. Partnership units which are determined to be contingently redeemable for cash under the Financial Accounting Standards Board's "Distinguishing Liabilities from Equity" guidance are classified as redeemable noncontrolling interests and presented in the mezzanine section between total liabilities and stockholder's equity on the Company's consolidated balance sheets. The amounts of consolidated net income attributable to the Company and to the noncontrolling interests are presented on the Company's consolidated income statements.

***(s) Lease Accounting***

*Transition*

On January 1, 2019, we adopted ASU No. 2016-02 "Leases" and the several additional ASU's intended to clarify certain aspects of ASU 2016-02 and to provide certain practical expedients entities can elect upon adoption (collectively "Topic 842"). Topic 842 sets out the principles for the recognition, measurement, presentation, and disclosure of leases

for both parties to a lease agreement (i.e., lessees and lessors). Upon adoption of the new lease accounting standard, we elected the following practical expedients and accounting policies provided by this lease standard:

- Package ("all or nothing" expedients) - requires us not to reevaluate our existing or expired leases as of January 1, 2019, under Topic 842;
- Optional transition method - requires us to apply Topic 842 prospectively from the effective date of adoption (i.e., January 1, 2019);
- Land easements - requires us to account for land easements existing as of January 1, 2019, under the accounting standards applied to them prior to January 1, 2019;
- Lease and non-lease components (lessee) - requires us to account for lease and non-lease components associated with that lease under Topic 842 as a single lease component, for all classes of underlying assets;
- Lease and non-lease components (lessor) - requires us to account for lease and non-lease components associated with that lease under Topic 842 as a single lease component, if certain criteria are met, for all classes of underlying assets; and
- Short-term leases practical expedient (lessee) - for leases with a term of 12 months or less in which we are the lessee, this expedient requires us not to record on our balance sheets the related lease liabilities and right-of-use assets.

Our election of the package of practical expedients and the optional transition method allowed us not to reassess:

- Whether any expired or existing contracts as of January 1, 2019 are or contain leases as defined in Topic 842;
- The lease classification for any expired or existing leases as of January 1, 2019; and
- Treatment of initial direct costs relating to any existing leases as of January 1, 2019.

We applied the package of practical expedients consistently to all leases (i.e., in which we are the lessee or the lessor) that commenced before January 1, 2019. The election of this package permits us to "run off" our leases that commenced before January 1, 2019, for the remainder of their lease terms and to apply the new lease accounting standard to leases commencing or modified after January 1, 2019.

For our leases that commenced prior to January 1, 2019, under the package of practical expedients and optional transition method, we are not required to reassess whether initial direct leasing costs capitalized prior to the adoption of the new lease accounting standard in connection with such leases qualify for capitalization under the new lease accounting standard. Therefore, we continue to amortize these initial direct leasing costs over their respective lease terms.

In addition, we applied the modified retrospective transition method to build-to-suit leases for which assets and liabilities have been recognized solely as a result of the transactions' build-to-suit designation in accordance with Topic 840. Therefore, we derecognized those assets and liabilities at the effective date of adoption for build-to-suit leases where construction had completed, with the difference of approximately $6.3 million recorded as an increase to accumulated dividends in excess of earnings at the adoption date. We accounted for the leases therefrom, following lessee transition guidance. The remainder of our capital leases were classified as finance leases and there was no change in their carrying value or classification at the adoption date.

Under the package of practical expedients that we elected upon adoption of the new lease accounting standard, all of our operating leases existing as of January 1, 2019, in which we are the lessee, continue to be classified as operating leases subsequent to the adoption of the new lease accounting standard. In accordance with the new lease accounting standard, we were required to record an operating lease liability in our consolidated balance sheet equal to the present value of remaining future rental payments in which we are the lessee existing as of January 1, 2019 and the related operating lease right-of-use asset. Consequently, on January 1, 2019, we recorded an operating lease liability aggregating $757.2 million , which included approximately $73.3 million reclassified out of the deferred rent liabilities balance in accordance with the new lease standard. We have also recorded a corresponding operating lease right-of-use asset of $683.9 million. The present value of the remaining lease payments was calculated for each operating lease existing as of January 1, 2019, in which we were the lessee by using each respective remaining lease term and a corresponding estimated incremental borrowing rate. The incremental borrowing rate is the interest rate that we estimated we would have to pay to borrow on a collateralized basis over a similar term for an amount equal to the lease payments.

*Subsequent application of the new lease accounting guidance*

*Definition of a lease*

Effective January 1, 2019, when we enter into a contract or amend an existing contract, we evaluate whether the contract meets the definition of a lease. To meet the definition of a lease, the contract must meet all three criteria:

(i) One party (lessor) must hold an identified asset;

(ii) The counterparty (lessee) must have the right to obtain substantially all of the economic benefits from the use of the asset throughout the period of the contract; and

(iii) The counterparty (lessee) must have the right to direct the use of the identified asset throughout the period of the contract.

*Lease classification*

The new lease accounting standard also sets new criteria for determining the classification of finance leases for lessees and sales-type leases for lessors. The criteria to determine whether a lease should be accounted for as a finance/sales-type lease include any of the following:

(i) Ownership is transferred from lessor to lessee by the end of the lease term;

(ii) An option to purchase is reasonably certain to be exercised;

(iii) The lease term is for the major part of the underlying asset’s remaining economic life;

(iv) The present value of lease payments equals or exceeds substantially all of the fair value of the underlying asset; or

(v) The underlying asset is specialized and is expected to have no alternative use at the end of the lease term.

If any of these criteria is met, a lease is classified as a finance lease by the lessee and as a sales-type lease by the lessor. If none of the criteria are met, a lease is classified as an operating lease by the lessee but may still qualify as a direct financing lease or an operating lease for the lessor. The existence of a residual value guarantee from an unrelated third party other than the lessee may qualify the lease as a direct financing lease by the lessor. Otherwise, the lease is classified as an operating lease by the lessor. Therefore, under the new lease accounting standard, lessees apply a dual approach by classifying leases as either finance or operating leases based on the principle of whether the lease is effectively a financed purchase of the leased asset by the lessee. This classification will determine whether the lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease, which corresponds to a similar evaluation performed by lessors.

*Lessor accounting*

Costs to execute leases

The new lease accounting standard requires that lessors (and, if applicable, lessees) capitalize, as initial direct costs, only incremental costs of a lease that would not have been incurred if the lease had not been obtained. Costs that we incur to negotiate or arrange a lease, regardless of its outcome, such as for fixed employee compensation, tax, or legal advice to negotiate lease terms, and other costs, are expensed as incurred.

Operating leases

We account for the revenue from our lease contracts by utilizing the single component accounting policy. This policy requires us to account for, by class of underlying asset, the lease component and non-lease component(s) associated with each lease as a single component if two criteria are met:

(i) The timing and pattern of transfer of the lease component and the non-lease component(s) are the same; and

(ii) The lease component would be classified as an operating lease if it were accounted for separately.

Lease components consist primarily of fixed rental payments, which represent scheduled rental amounts due under our leases, and contingent rental payments. Non-lease components consist primarily of tenant recoveries representing reimbursements of rental operating expenses under our triple net lease structure, including recoveries for utilities, repairs and maintenance, and common area expenses. If a lessee makes payments for taxes and insurance directly to a third party on behalf of a lessor, lessors are required to exclude them from variable payments and from recognition in the lessors' income statements. Otherwise, tenant recoveries for taxes and insurance are classified as additional lease revenue recognized by the lessor on a gross basis in their income statements.

On January 1, 2019, we adopted the practical expedient that allowed us to not separate expenses reimbursed by our customers ("rental recoveries") from the associated rental revenue if certain criteria were met. We assessed these criteria and concluded that the timing and pattern of transfer for rental revenue and the associated rental recoveries are the same and as our leases qualify as operating leases, we accounted for and presented rental revenue and rental recoveries as a single component under rental and other services in our consolidated income statement for the year ended December 31, 2019. Rental recoveries are classified as tenant reimbursement revenue in the accompanying consolidated income statements for the years ended December 31, 2018 and 2017 pursuant to Topic 840. Tenant recoveries are recognized as revenue in the period during which the applicable expenses are incurred and the tenant's obligation to reimburse us arises.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

If the lease component is the predominant component, we account for all revenues under such lease as a single component in accordance with the new lease accounting standard. Conversely, if the non-lease component is the predominant component, all revenues under such lease are accounted for in accordance with the revenue recognition accounting standard. Our operating leases qualify for the single component accounting, and the lease component in each of our leases is predominant. Therefore, we account for all revenues from our operating leases under the new lease accounting standard and classify these revenues as rental and other services in our consolidated income statements.

We commence recognition of income from rentals related to the operating leases at the date the property is ready for its intended use by the tenant and the tenant takes possession, or controls the physical use, of the leased asset. Our leases are classified as operating leases and minimum rents are recognized on a straight-line basis over the terms of the leases, which may span multiple years. The excess of rents recognized over amounts contractually due pursuant to the underlying leases is included in deferred rent in the accompanying consolidated balance sheets and contractually due but unpaid rents are included in accounts and other receivables. As of December 31, 2019 and 2018, the balance of rent receivable, net of allowance, was $171.9 million and $185.7 million, respectively, and is classified within accounts and other receivables, net of allowance for doubtful accounts in the accompanying consolidated balance sheets. Amounts received currently but recognized as revenue in future periods are classified in accounts payable, accrued expenses, and other liabilities in our consolidated balance sheets.

Lease termination fees are recognized over the remaining term of the lease, effective as of the date the lease modification is finalized, assuming collection is not considered doubtful. We recognize amortization of the value of acquired above or below-market tenant leases as a reduction of rental revenue in the case of above-market leases or an increase to rental revenue in the case of below-market leases.

We make subjective estimates as to the probability of collection of substantially all lease payments over the term of a lease. We specifically analyze customer creditworthiness, accounts receivable and historical bad debts and current economic trends when evaluating the probability of collection. If collection of substantially all lease payments over the term of a lease is deemed not probable, rental revenue would be recognized when payment is received and revenue would not be recognized on a straight-line basis. We monitor the probability of collection over the lease term and in the event the collection of substantially all lease payments is no longer probable, we cease recognizing revenue on a straight-line basis and write-off the balance of all deferred rent related to the lease and commence recording rental revenue on a cash-basis. In addition, we record a full valuation allowance on the balance of any rent receivable, less the balance of any security deposits or letters of account. In the event that we subsequently determine the collection is probable, we resume recognizing rental revenue on a straight-line basis and record the incremental revenue such that the cumulative rental revenue is equal to the amount of revenue that would have been recorded on a straight-line basis since the inception of the lease. We also would reverse the allowance for bad debt recorded on the balance of accounts receivable.

***(t) Revenue Recognition***

We adopted Topic 606 in the first quarter of 2018 using the modified retrospective transition method and applied Topic 606 to those contracts that were not completed as of January 1, 2018. The results for reporting periods beginning after January 1, 2018 were presented under Topic 606, while prior period amounts were not adjusted and continued to be presented under Topic 605. Our financial statements did not recognize a material effect from the cumulative impact of adopting Topic 606. The majority of our revenue is derived from lease arrangements, which we account for in accordance with “Leases (Topic 840)” prior to 2019 and pursuant to Topic 842 commencing on January 1, 2019. We accounted for the non-lease components within our lease arrangements (prior to the adoption of Topic 842), as well as other sources of revenue, in accordance with Topic 606. Upon the adoption of Topic 842, we elected the practical expedient that requires us to account for lease and non-lease components associated with that lease as a single lease

component and are recorded within rental revenue. Revenue recognized as a result of applying Topic 842 for 2019 and Topic 840 (prior to 2019) was 97% and Topic 606 was approximately 3% of total operating revenue for the years ended December 31, 2019 and 2018.

Interconnection services are included in rental and other services on the consolidated income statements and are generally provided on a month-to-month, one-year or multi-year term. Interconnection services include port and cross-connect services. Port services are typically sold on a one-year or multi-year term and revenue is recognized on a recurring monthly basis (straight-line). The Company bills customers on a monthly basis and recognizes the revenue over the period the service is provided. Revenue for cross-connect installations is generally recognized in the period the cross-connect is installed. Interconnection services that are not specific to a particular space are accounted for under Topic 606 and have terms that are generally one year or less.

Occasionally, customers engage the Company for certain services. The nature of these services historically involves property management and construction management. The proper revenue recognition of these services can be different, depending on whether the arrangements are service revenue or contractor type revenue.

Service revenues are typically recognized on an equal monthly basis based on the minimum fee to be earned. The monthly amounts could be adjusted depending on whether certain performance milestones are met.

Fee income arises primarily from contractual management agreements with entities in which we have a noncontrolling interest. The management fees are recognized as earned under the respective agreements. Management and other fee income related to partially owned noncontrolled entities are recognized to the extent attributable to the unaffiliated interest.

***(u) Asset Retirement Obligations***

We record accruals for estimated asset retirement obligations as required by current accounting guidance. The amount of asset retirement obligations relates primarily to estimated costs associated with asbestos removal at the end of the economic life of properties that were built before 1984 along with remediation of soil contamination issues. As of December 31, 2019 and 2018, the amount included in accounts payable and other accrued liabilities on our consolidated balance sheets was approximately $16.8 million and $17.5 million, respectively.

***(v) Assets and Liabilities Measured at Fair Value***

Fair value under U.S. GAAP is a market-based measurement, not an entity-specific measurement. Therefore, our fair value measurements are determined based on the assumptions that market participants would use in pricing the asset or liability. As a basis for considering market participant assumptions in fair-value measurements, we use a fair-value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumptions about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy).

Level 1 inputs utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access. Level 2 inputs are inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs may include quoted prices for similar assets and liabilities in active markets, as well as inputs that are observable for the asset or liability (other than quoted prices), such as interest rates, foreign exchange rates, and yield curves that are observable at commonly quoted intervals. Level 3 inputs are

unobservable inputs for the asset or liability which are typically based on an entity's own assumptions, as there is little, if any, related market activity. In instances where the determination of the fair-value measurement is based on inputs from different levels of the fair-value hierarchy, the lowest level input that is significant would be used to determine the fair-value measurement in its entirety. Our assessment of the significance of a particular input to the fair-value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

***(w) Transaction and Integration Expense***

Transaction and integration expense includes business combination expenses, other business development expenses and other expenses to integrate newly acquired investments, which are expensed as incurred. Transaction expenses include closing costs, broker commissions and other professional fees, including legal and accounting fees related to business combinations or acquisitions that were not consummated. Integration costs include transition costs associated with organizational restructuring (such as severance and retention payments and recruiting expenses), third-party consulting expenses directly related to the integration of acquired companies (in areas such as cost savings and synergy realization, technology and systems work), and internal costs such as training, travel and labor, reflecting time spent by Company personnel on integration activities and projects. Recurring costs are recorded in general and administrative expense.

***(x) Gains on Disposition of Properties***

As of January 1, 2018, we began accounting for the sale or contribution of real estate properties under Financial Accounting Standards Board, or FASB, Accounting Standards Update, or ASU, No. 2017-05, Other Income—Gains and Losses from the Derecognition of Nonfinancial Assets (Subtopic 610-20), which provides for revenue recognition based on transfer of ownership. All properties were non-financial real estate assets and thus not businesses which were sold to noncustomers with no performance obligations subsequent to transfer of ownership. Prior to the adoption of Subtopic 610-20, we accounted for gains on sales of properties under 360-20, Property, Plant and Equipment — Real Estate Sales. Gains on sale of properties are recognized using the full accrual or partial sale methods, as applicable, provided various criteria relating to the terms of sale and any subsequent involvement with the real estate sold are satisfied.

***(y) Gain on Deconsolidation***

We deconsolidate our subsidiaries in accordance with ASC 810, Consolidation, as of the date we cease to have a controlling financial interest in our subsidiaries. We account for the deconsolidation of our subsidiaries by recognizing a gain or loss in accordance with ASC 810. This gain or loss is measured at the date our subsidiaries are deconsolidated as the difference between (a) the aggregate of the fair value of any consideration received, the fair value of any retained non-controlling interest in our subsidiaries being deconsolidated, and the carrying amount of any non-controlling interest in our subsidiaries being deconsolidated, including any accumulated other comprehensive income/loss attributable to the non-controlling interest, and (b) the carrying amount of the assets and liabilities of our subsidiaries being deconsolidated.

***(z) Management's Estimates***

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates made. On an on-going basis, we evaluate our estimates, including those related to the valuation of our real estate properties, tenant relationship value, goodwill, contingent

consideration, accounts receivable and deferred rent receivable, performance-based equity compensation plans and the completeness of accrued liabilities. We base our estimates on historical experience, current market conditions, and various other assumptions that are believed to be reasonable under the circumstances. Actual results may vary from those estimates and those estimates could vary under different assumptions or conditions.

***(aa) Segment and Geographic Information***

The Company is managed on a consolidated basis based on customer demand considerations. Deployment of capital is geared to satisfy this demand. In this regard, the sale and delivery of our products is consistent throughout the portfolio. Services are provided to customers typical of the data center industry. Rent, and the cost of services are billed and collected. The Company has one operating segment and therefore one reporting segment.

Operating revenues from properties in the United States were $2.6 billion, $2.5 billion and $1.9 billion and outside the United States were $627.4 million, $564.4 million and $515.2 million for the years ended December 31, 2019, 2018 and 2017, respectively. We had investments in real estate located in the United States of $10.6 billion, $11.1 billion and $10.5 billion and outside the United States of $3.7 billion, $3.8 billion and $3.1 billion as of December 31, 2019, 2018 and 2017, respectively.

Operating revenues from properties located in the United Kingdom were $288.2 million, $295.3 million and $275.1 million, or 9.0 %, 9.7% and 11.2% of total operating revenues, for the years ended December 31, 2019, 2018 and 2017, respectively. No other foreign country comprised more than 10% of total operating revenues for each of these years. We had investments in real estate located in the United Kingdom of $1.7 billion, $1.6 billion and $1.7 billion, or 12.0 %, 10.9% and 12.1% of total investments in real estate, as of December 31, 2019, 2018 and 2017, respectively. No other foreign country comprised more than 10% of total investments in real estate as of each of December 31, 2019, 2018 and 2017.

***(bb) New Accounting Pronouncements***

*New Accounting Standards Issued but not yet Adopted*

In January 2017, the FASB issued guidance codified in ASU No. 2017-04, "Intangibles – Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment". ASU No. 2017-04 simplifies the accounting for goodwill impairment by eliminating the process of measuring the implied value of goodwill, known as step two, from the goodwill impairment test. Instead, if the carrying amount of a reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. The standard will be effective for us as of January 1, 2020, with early adoption permitted. We do not expect the provisions of ASU No. 2017-04 to have a material impact on our consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-13, “Fair Value Measurement (Topic 820): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement.” This ASU amends existing fair value measurement disclosure requirements by adding, changing, or removing certain disclosures. ASU No. 2018-13 will be effective for us as of January 1, 2020, and earlier adoption is permitted. We are currently reviewing the impact this ASU will have on our consolidated financial statements.

On June 16, 2016, the FASB issued ASU 2016-13, Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments (ASU 2016-13), which amends the accounting for credit losses for certain financial instruments. ASU 2016-13 introduced the “current expected credit losses” (CECL) model, which requires

companies to estimate credit losses immediately upon exposure. The guidance applies to financial assets measured at amortized cost including financing receivables (loans) and trade receivables. On November 26, 2018, the FASB issued ASU 2018-19, *C*odification Improvements to Topic 326, Financial Instrument - Credit Losses, which clarifies that operating lease receivables are outside the scope of ASC Topic 326 and instead should be accounted for under ASC 842. ASU 2016-13 is effective for interim and annual reporting periods beginning after December 15, 2019, with early adoption permitted. We do not expect the adoption of ASU 2016-13 to have a material impact on our consolidated financial statements or notes to our consolidated financial statements.

***(cc) Reclassification***

We have reclassified certain items in the December 31, 2018 consolidated balance sheet to conform to the current presentation as follows (in thousands):

| | As Previously Reported | Adjustments | As Revised |
|---|---|---|---|
| Land | $ 1,509,764 | $ (650,651) | $ 859,113 |
| Building and improvements | 16,745,210 | (1,134,218) | 15,610,992 |
| Construction in progress and space held for development | — | 1,621,928 | 1,621,928 |
| Land held for future development | — | 162,941 | 162,941 |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

## 3. Business Combinations and Deconsolidation

***Ascenty Acquisition***

We completed the Ascenty Acquisition on December 20, 2018 for total cash and equity consideration of approximately $2.0 billion, including approximately $116.0 million of assumed cash and cash equivalents. As of December 31, 2018, the estimated fair values of acquired assets and assumed liabilities were provisional estimates, but were based on the best information available.

The following table summarizes the provisional amounts for acquired assets and liabilities recorded at their fair values as of the acquisition date (in thousands):

| | | |
|---|---|---|
| Building and improvements | $ | 425,000 |
| Goodwill | | 982,667 |
| Tenant relationship value | | 375,000 |
| Acquired in-place lease value | | 120,000 |
| Cash and cash equivalents | | 116,000 |
| Other assets | | 30,000 |
| Other liabilities | | (40,000) |
| Capital lease and other long-term obligations | | (50,000) |
| Total purchase price | $ | 1,958,667 |

Goodwill represents the excess of the purchase price over the fair value of net tangible and intangible assets acquired and tangible and intangible liabilities assumed in the acquisition. As shown above, we recorded approximately $1.0 billion of goodwill related to the Ascenty Acquisition. The strategic benefits of the acquisition include the Company’s ability to continue its strategy to provide foundational data center real estate solutions on a global basis with a diversified product offering of both small and large footprint deployments as well as interconnection services. These factors contributed to the goodwill that was recorded upon consummation of the transaction.

The transaction was initially funded with $600.0 million of proceeds from a non-recourse, five-year secured term loan; the issuance of approximately $254 million of Operating Partnership common units in exchange for the substantial majority of the Ascenty management’s equity interests; and approximately $1.0 billion of unsecured corporate borrowings.

***Ascenty Deconsolidation***

On March 29, 2019, we formed a joint venture with Brookfield Infrastructure, an affiliate of Brookfield Asset Management. Brookfield invested approximately $702 million in exchange for approximately 49% of the total equity interests and a subsidiary of the Operating Partnership retained the remaining 51% equity interests (including an approximate 2% ownership interest held by a non-controlling interest in our entity that holds the investment in the Ascenty joint venture) in the joint venture which owns and operates Ascenty. The governing documents related to the Ascenty joint venture provide Brookfield and the Company share power to direct the activities of the Ascenty joint venture that most significantly impact the Ascenty joint venture's economic performance. As a result of the formation of the joint venture, the Company determined that the joint venture is a variable interest entity (VIE) since the Ascenty joint venture's equity investment at risk is not sufficient to finance the Ascenty joint venture's ongoing data center development activities without additional subordinated financial support. The Company concluded that it is not the primary beneficiary because power is shared and it does not have substantive kick-out rights to obtain control and

deconsolidated Ascenty. We recognized a gain of approximately $67.5 million (net of the accumulated foreign currency translation loss related to Ascenty) on the deconsolidation and subsequent recognition of our subsidiary's 51% equity investment in the Ascenty joint venture at its estimated fair value of $727 million on March 29, 2019. The fair value of the Company's retained equity investment is based on Level 2 measurements within the fair value hierarchy based on the cash price paid by Brookfield for their 49% interest. The gain was calculated based on the: (i) the sum of the cash proceeds of $702 million received from Brookfield for its 49% interest and the estimated fair value of $727 million for our 51% retained interest less (ii) the carrying value of the Ascenty assets and liabilities deconsolidated as of March 29, 2019. The gain related to the remeasurement of the Company's retained equity interests to fair value was approximately $43.7 million. The reported gain of $67.5 million was net of a foreign currency translation loss of approximately $21.7 million previously included in accumulated other comprehensive loss, net, which accumulated during the period the Company consolidated Ascenty and translated the Brazilian Real, Ascenty's functional currency, into the Company's functional currency. The Company has no other subsidiaries or businesses with the Brazilian Real as its functional currency and, therefore, the deconsolidation of Ascenty resulted in the reclassification out of accumulated other comprehensive loss into a component of income from continuing operations in the 2019 consolidated income statement. The Ascenty deconsolidation did not meet the criteria to be presented as a discontinued operation in accordance with ASC 205-20, *Presentation of Financial Statements Discontinued Operations*, because the deconsolidation of Ascenty does not represent a strategic shift in and does not have a major effect on the Company's operations, as defined by ASC 205-20.

**4. Leases**

*Lessee accounting*

We lease space at certain of our data centers from third parties and certain equipment under noncancelable lease agreements. Leases for our data centers expire at various dates through 2048. As of December 31, 2019 and 2018, certain of our data centers, primarily in Europe and Singapore, are subject to ground leases. As of December 31, 2019, the termination dates of these ground leases range from 2024 to 2981. In addition, our corporate headquarters along with several regional office locations are subject to leases with termination dates ranging from 2021 to 2027.

The leases may contain renewal and/or early termination options that are not reasonably certain of exercise as of December 31, 2019. Also, the leases generally require us to make fixed rental payments that increase at defined intervals during the term of the lease plus pay our share of common area, real estate and utility expenses as incurred. The leases neither contain residual value guarantees nor impose material restrictions or covenants on us. Further, the leases have been classified and accounted for as either operating or finance leases.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

Supplemental balance sheet information related to leases as of December 31, 2019 was as follows (in thousands):

| | Balance Sheet Classification | Balance as of December 31, 2019 |
|---|---|---|
| **Assets:** | | |
| Operating lease assets | Operating lease right-of-use assets, net (1) | $ 628,681 |
| Finance lease assets | Buildings and improvements, net (2) | 131,072 |
| Total leased assets | | $ 759,753 |
| | | |
| **Liabilities:** | | |
| Operating lease liabilities | Operating lease liabilities | $ 693,539 |
| Finance lease liabilities | Accounts payable and other accrued liabilities | 178,086 |
| Total lease liabilities | | $ 871,625 |

(1) Net of accumulated depreciation and amortization of $51.7 million as of December 31, 2019.
(2) Net of accumulated depreciation and amortization of $4.9 million as of December 31, 2019.

The components of lease expense for the year ended December 31, 2019 were as follows (in thousands):

| Lease cost | Income Statement Classification | Year Ended December 31, 2019 |
|---|---|---|
| | | |
| Finance lease cost: | | |
| Amortization of right-of-use assets | Depreciation and amortization | $ 5,074 |
| Interest on lease liabilities | Interest expense | 6,044 |
| Operating lease cost | Rental property operating and maintenance / General and administrative | 90,980 |
| Total lease cost | | $ 102,098 |

As of December 31, 2019, the weighted average remaining lease term for our operating leases and finance leases was 12 years and 24 years, respectively. We do not include renewal options in the lease term for calculating the lease liability unless we are reasonably certain we will exercise the option or the lessor has the sole ability to exercise the option. The weighted average incremental borrowing rate was 4.1% for operating leases and 3.5% for finance leases at December 31, 2019. We assigned a collateralized interest rate to each lease based on the term of the lease and the currency in which the lease is denominated.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

The minimum commitment under operating leases, excluding fully prepaid ground leases, as of December 31, 2018 was as follows (in thousands):

| | |
|---|---|
| 2019 | $ 84,712 |
| 2020 | 87,396 |
| 2021 | 86,212 |
| 2022 | 81,976 |
| 2023 | 80,707 |
| Thereafter | 539,047 |
| **Total** | $ 960,050 |

Future minimum lease payments and their present value for property under capital lease obligations as of December 31, 2018, are as follows (in thousands):

| | |
|---|---|
| 2019 | $ 11,657 |
| 2020 | 13,108 |
| 2021 | 13,207 |
| 2022 | 13,706 |
| 2023 | 14,219 |
| Thereafter | 285,774 |
| | 351,671 |
| Less amount representing interest | (137,827) |
| Present value | $ 213,844 |

Maturities of lease liabilities as of December 31, 2019 were as follows (in thousands):

| | Operating lease liabilities | Finance lease liabilities |
|---|---|---|
| 2020 | $ 85,277 | $ 8,881 |
| 2021 | 84,796 | 8,927 |
| 2022 | 81,021 | 9,399 |
| 2023 | 79,751 | 9,865 |
| 2024 | 73,612 | 9,914 |
| Thereafter | 478,241 | 226,261 |
| Total undiscounted future cash flows | 882,698 | 273,247 |
| Less: Imputed interest | (189,159) | (95,161) |
| Present value of undiscounted future cash flows | $ 693,539 | $ 178,086 |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

*Lessor accounting*

The following table summarizes the minimum lease payments due from our customers on leases with lease periods greater than one year for space in our operating properties, prestabilized development properties and leases of land subject to ground leases at December 31, 2019 (in thousands):

| | Operating leases |
|---|---|
| 2020 | $ 2,810,508 |
| 2021 | 1,947,216 |
| 2022 | 1,552,045 |
| 2023 | 1,333,620 |
| 2024 | 1,089,305 |
| Thereafter | 4,091,199 |
| Total | $ 12,823,893 |

These amounts do not reflect future rental revenues from the renewal or replacement of existing leases unless we are reasonably certain we will exercise the option or the lessor has the sole ability to exercise the option. We exclude reimbursements of operating expenses and rental increases that are not fixed.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

## 5. Investments in Real Estate

A summary of our investments in properties as of December 31, 2019 and 2018 is as follows:

| | As of December 31, 2019 (in thousands) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Property Type | Land | Acquired Ground Lease | Buildings and Improvements | Tenant Improvements | Accumulated Depreciation and Amortization | Net Investments in Operating Properties | Construction in Progress | Land Held For Future Development | Net Investment in Properties |
| Internet Gateway Data Centers | $ 99,653 | $ — | $ 2,133,198 | $ 126,264 | $ (995,202) | $ 1,363,913 | $ 85,605 | $ — | $ 1,449,518 |
| Data Centers (1) | 659,184 | 10,725 | 13,046,742 | 494,052 | (3,481,542) | 10,729,161 | 1,543,534 | 147,597 | 12,420,292 |
| Technology Manufacturing | 11,959 | — | 1,603 | 76 | (161) | 13,477 | 10 | — | 13,487 |
| Technology Office | 27,807 | — | 29,071 | — | (22,188) | 34,690 | 59,229 | — | 93,919 |
| Other | 6,227 | — | 239,270 | 761 | (37,076) | 209,182 | 44,177 | — | 253,359 |
| | $ 804,830 | $ 10,725 | $ 15,449,884 | $ 621,153 | $ (4,536,169) | $ 12,350,423 | $ 1,732,555 | $ 147,597 | $ 14,230,575 |

| | As of December 31, 2018 (in thousands) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Property Type | Land | Acquired Ground Lease | Buildings and Improvements | Tenant Improvements | Accumulated Depreciation and Amortization | Net Investments in Operating Properties | Construction in Progress | Land Held For Future Development | Net Investment in Properties |
| Internet Gateway Data Centers | $ 99,313 | $ — | $ 2,036,041 | $ 114,013 | $ (885,214) | $ 1,364,153 | $ 42,615 | $ — | $ 1,406,768 |
| Data Centers (1) | 688,494 | 10,575 | 12,924,596 | 460,247 | (3,004,365) | 11,079,547 | 1,548,643 | 157,039 | 12,785,229 |
| Technology Manufacturing | 11,959 | — | 1,582 | 76 | (100) | 13,517 | — | — | 13,517 |
| Technology Office | 58,066 | — | 26,106 | — | (20,015) | 64,157 | — | — | 64,157 |
| Other | 1,281 | — | 622,667 | — | (25,573) | 598,375 | 30,670 | 5,902 | 634,947 |
| | $ 859,113 | $ 10,575 | $ 15,610,992 | $ 574,336 | $ (3,935,267) | $ 13,119,749 | $ 1,621,928 | $ 162,941 | $ 14,904,618 |

(1) Balances include vacant land to support ground-up development.

On September 16, 2019, we announced the proposed sale of 10 Powered Base Building® properties, which comprise 12 data centers, in North America to Mapletree Investments Pte Ltd ("Mapletree Investments") and Mapletree Industrial Trust ("MIT" and together with Mapletree Investments, "Mapletree"), at a purchase consideration of approximately $557.0 million. As of December 31, 2019, these 12 data centers had an aggregate carrying value of $229.9 million within total assets and $2.7 million within total liabilities and are shown as assets held for sale and obligations associated with assets held for sale on the consolidated balance sheet. The 12 data centers are not representative of a significant component of our portfolio, nor does the potential sales represent a significant shift in our strategy. Subsequent to year-end, we closed on the sale of the 12 data centers in January 2020, for a gain of approximately $303.3 million. We will provide transitional property management services for one year from the closing date at a customary market rate.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***Acquisitions***

We acquired the following real estate during the years ended December 31, 2019 and 2018 (excluding business combinations already discussed in Note 3):

***2019 Acquisitions***

| Property Type | Amount (in millions) [2] |
|---|---|
| Land parcels [1] | $ 47.7 |
| Technology office [3] | 28.0 |
| | $ 75.7 |

***2018 Acquisitions***

| Property Type | Amount (in millions)[2] |
|---|---|
| Land Parcels [1] | $ 296.1 |
| Data Centers | 114.6 |
| | $ 410.7 |

(1) Represents currently vacant land which is not included in our operating property count.
(2) Purchase price in U.S. dollars and excludes capitalized closing costs.
(3) Property to be redeveloped.

The table below reflects the purchase price allocation for the above properties acquired in 2019 and 2018 (in thousands):

| Property Type | Land | Buildings and Improvements | Tenant Improvements | Above-Market Leases | In-Place Leases | Below-Market Leases | Acquisition Date Fair Value |
|---|---|---|---|---|---|---|---|
| **2019** | | | | | | | |
| Land Parcels | $ 47,712 | $ — | $ — | $ — | $ — | $ — | $ 47,712 |
| Technology office | 24,315 | 3,039 | — | — | 638 | — | 27,992 |
| Total | $ 72,027 | $ 3,039 | $ — | $ — | $ 638 | $ — | $ 75,704 |
| | | | | | | | |
| **2018** | | | | | | | |
| Land Parcels | $ 296,071 | $ — | $ — | $ — | $ — | $ — | $ 296,071 |
| Data Centers | 60,633 | 54,008 | — | — | — | — | 114,641 |
| Total | $ 356,704 | $ 54,008 | $ — | $ — | $ — | $ — | $ 410,712 |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***Dispositions***

We sold the following real estate properties during the years ended December 31, 2019 and 2018:

***2019 Dispositions***

| Location / Portfolio | Metro Area | Date Sold | Fair Value (in millions) | Gain on contribution (in millions) |
|---|---|---|---|---|
| Mapletree portfolio [1] | Northern Virginia | Nov 1, 2019 | $ 996.6 | $ 266.0 |

(1) Consists of three data centers that were contributed to a joint venture (see note 6).

***2018 Dispositions***

| Location | Metro Area | Date Sold | Gross Proceeds (in millions) | Gain on Sale (in millions) |
|---|---|---|---|---|
| 200 Quannapowitt Parkway | Boston | Jan 25, 2018 | $ 15.0 | $ (0.4) |
| 34551 Ardenwood Boulevard | Silicon Valley | Feb 9, 2018 | 73.3 | 25.3 |
| 3065 Gold Camp Drive | Sacramento | Mar 14, 2018 | 14.2 | 5.4 |
| 11085 Sun Center Drive | Sacramento | Mar 14, 2018 | 36.8 | 9.1 |
| Austin Portfolio | Austin | Apr 19, 2018 | 47.6 | 12.0 |
| 2010 East Centennial Circle | Phoenix | May 22, 2018 | 5.5 | (0.5) |
| 1125 Energy Park Drive | Minneapolis | May 31, 2018 | 7.0 | 2.8 |
| 360 Spear Street | San Francisco | Sep 21, 2018 | 92.3 | 26.7 |
| | | | $ 291.7 | $ 80.4 |

**6. Investments in Unconsolidated Joint Ventures**

As of December 31, 2019 and 2018, our investments in unconsolidated joint ventures accounted for under the equity method of accounting presented in our consolidated balance sheets consist of the following (in thousands):

| Joint Venture | Year Joint Venture Formed | # of Data Centers | Metropolitan Area | % Ownership | Balance as of December 31, 2019 | Balance as of December 31, 2018 |
|---|---|---|---|---|---|---|
| Ascenty [1][3] | 2019 | 19 | Brazil / Chile | 51 % [2] | $ 774,853 | $ — |
| Mapletree | 2019 | 3 | Northern Virginia | 20 % | 208,354 | — |
| Mitsubishi | 2017 | 4 | Osaka / Tokyo | 50 % | 200,652 | 66,835 |
| CenturyLink | 2012 | 1 | Hong Kong | 50 % | 88,647 | 96,094 |
| Other | Various | 14 | U.S. | Various | 14,603 | 12,179 |
| Total | | 41 | | | $ 1,287,109 | $ 175,108 |

(1) Our maximum exposure to loss related to this unconsolidated variable interest entity (VIE) is limited to our equity investment in this VIE.
(2) Includes an approximate 2% ownership interest held by a non-controlling interest in our entity that holds the investment in the Ascenty joint venture, which has a carrying value of approximately $25.0 million and is classified with redeemable noncontrolling interests in our consolidated balance sheet.
(3) See note 3 for additional information on the Ascenty joint venture.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***Mapletree Joint Venture***

On November 1, 2019, we formed a joint venture with Mapletree. We contributed three Turn-Key Flex® data centers, valued at approximately $1.0 billion, to the new joint venture in exchange for a 20% interest in the joint venture and approximately $0.8 billion of cash, net of closing costs. An entity jointly owned by Mapletree Investments and MIT contributed such cash to the joint venture in exchange for an 80% interest in the joint venture. We perform the day-to-day accounting and property management functions for the joint venture and, as such, will earn a management fee based on market rates. Although we are the managing member of the joint venture and manage the day-to-day activities, the joint venture is governed by a board of directors, in which power to make decisions that most significantly impact the investment returns to the members of the joint venture, including approval of annual budgets, is shared equally between Mapletree and us. As such, we concluded we do not own a controlling interest and accounted for our interest in the joint venture under the equity method of accounting.

As a result of the transaction, we received approximately $0.8 billion of cash, net of closing costs, from Mapletree's equity contribution and a 20% equity interest in the joint venture with an estimated fair value of $193.2 million, less our share of closing costs. We recognized a gain of approximately $266.2 million, which represented the excess of the fair value received less the carrying value of the assets and liabilities contributed to the joint venture, of which, $53.2 million of the gain was related to the remeasurement of the Company's retained equity interest to fair value. The fair value of the Company's retained equity interest is based on Level 2 measurements within the fair value hierarchy based on the cash price paid by Mapletree for their 80% interest.

The following tables present summarized financial information for our unconsolidated joint ventures for the years ended December 31, 2019, 2018, and 2017 (in thousands):

| 2019 | % Ownership | Net Investment in Properties | Total Assets | Mortgage Loans | Total Liabilities | Equity / (Deficit) | Revenues | Property Operating Expense | Net Operating Income | Net Income (Loss) |
|---|---|---|---|---|---|---|---|---|---|---|
| **Unconsolidated Joint Ventures** | | | | | | | | | | |
| 2001 Sixth Avenue | 50.00 % | $ 30,748 | $ 47,485 | $ 134,583 | $ 140,354 | $ (92,869) | $ 56,266 | $ (19,254) | $ 37,012 | $ 27,422 |
| 2020 Fifth Avenue | 50.00 % | 43,918 | 54,325 | 48,000 | 48,703 | 5,622 | 9,868 | (2,544) | 7,324 | 4,649 |
| CenturyLink | 50.00 % | 148,941 | 187,241 | — | 9,947 | 177,294 | 24,680 | (9,251) | 15,429 | 6,712 |
| Mitsubishi | 50.00 % | 554,828 | 753,743 | 231,046 | 303,130 | 450,613 | 84,344 | (39,300) | 45,044 | 18,751 |
| Ascenty | 51.00 % | 548,114 | 2,178,663 | 629,500 | 764,603 | 1,414,060 | 112,052 | (40,250) | 71,802 | (54,606) |
| Mapletree | 20.00 % | 765,443 | 1,042,661 | — | 23,796 | 1,018,865 | 17,852 | (6,774) | 11,078 | (1,872) |
| PREI ® | 20.00 % | 365,993 | 421,635 | 210,915 | 281,344 | 140,291 | 42,157 | (9,918) | 32,239 | 9,968 |
| GCEAR | 20.00 % | 109,803 | 127,444 | 101,902 | 104,363 | 23,081 | 21,120 | (9,073) | 12,047 | (2,636) |
| Other | 7%-17% | 59,901 | 64,553 | 4,438 | 4,706 | 59,847 | 11,261 | (6,779) | 4,482 | (31) |
| **Total Unconsolidated Joint Ventures** | | $ 2,627,689 | $ 4,877,750 | $ 1,360,384 | $ 1,680,946 | $ 3,196,804 | $ 379,600 | $ (143,143) | $ 236,457 | $ 8,357 |
| Our investment in and share of equity in earnings of unconsolidated joint ventures | | | | | | $ 1,287,109 | | | | $ 8,067 |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

| 2018 | % Ownership | Net Investment in Properties | Total Assets | Mortgage Loans | Total Liabilities | Equity / (Deficit) | Revenues | Property Operating Expense | Net Operating Income | Net Income (Loss) |
|---|---|---|---|---|---|---|---|---|---|---|
| **Unconsolidated Joint Ventures** | | | | | | | | | | |
| 2001 Sixth Avenue | 50.00 % | $ 32,786 | $ 49,278 | $ 134,527 | $ 139,569 | $ (90,291) | $ 52,806 | $ (17,264) | $ 35,542 | $ 25,612 |
| 2020 Fifth Avenue | 50.00 % | 44,644 | 54,855 | 48,000 | 48,333 | 6,522 | 9,417 | (2,156) | 7,261 | 4,689 |
| CenturyLink | 50.00 % | 151,256 | 201,527 | — | 9,337 | 192,190 | 21,394 | (7,164) | 14,230 | 6,958 |
| Mitsubishi | 50.00 % | 332,373 | 469,159 | 228,075 | 285,424 | 183,735 | 59,300 | (26,360) | 32,940 | 15,884 |
| PREI ® | 20.00 % | 375,016 | 433,024 | 210,626 | 283,899 | 149,125 | 42,058 | (8,457) | 33,601 | (4,159) |
| GCEAR | 20.00 % | 111,909 | 139,268 | 101,885 | 104,268 | 35,000 | 20,457 | (8,546) | 11,911 | (2,177) |
| Other | 17.00 % | 22,677 | 24,320 | 5,225 | 5,327 | 18,993 | 9,383 | (5,879) | 3,504 | 415 |
| **Total Unconsolidated Joint Ventures** | | $ 1,070,661 | $ 1,371,431 | $ 728,338 | $ 876,157 | $ 495,274 | $ 214,815 | $ (75,826) | $ 138,989 | $ 47,222 |
| Our investment in and share of equity in earnings of unconsolidated joint ventures | | | | | | $ 175,108 | | | | $ 32,979 |

| 2017 | % Ownership | Net Investment in Properties | Total Assets | Mortgage Loans | Total Liabilities | Equity / (Deficit) | Revenues | Property Operating Expense | Net Operating Income | Net Income (Loss) |
|---|---|---|---|---|---|---|---|---|---|---|
| **Unconsolidated Joint Ventures** | | | | | | | | | | |
| 2001 Sixth Avenue | 50.00 % | $ 26,933 | $ 50,481 | $ 134,472 | $ 138,564 | $ (88,083) | $ 49,369 | $ (16,719) | $ 32,650 | $ 20,833 |
| 2020 Fifth Avenue | 50.00 % | 45,309 | 54,594 | 47,000 | 47,249 | 7,345 | 9,088 | (1,820) | 7,268 | 4,881 |
| CenturyLink | 50.00 % | 133,435 | 192,071 | — | 5,598 | 186,473 | 19,235 | (6,504) | 12,731 | 5,467 |
| Mitsubishi | 50.00 % | 325,977 | 452,063 | 221,851 | 288,962 | 163,101 | 7,927 | (4,218) | 3,709 | 1,108 |
| PREI ® | 20.00 % | 399,967 | 456,912 | 207,687 | 285,050 | 171,862 | 41,464 | (7,978) | 33,486 | 13,889 |
| GCEAR | 20.00 % | 114,376 | 151,191 | 101,680 | 104,220 | 46,971 | 18,924 | (7,362) | 11,562 | (1,962) |
| Other | 17.00 % | 15,953 | 17,694 | — | 236 | 17,458 | 5,958 | (4,629) | 1,329 | (272) |
| **Total Unconsolidated Joint Ventures** | | $ 1,061,950 | $ 1,375,006 | $ 712,690 | $ 869,879 | $ 505,127 | $ 151,965 | $ (49,230) | $ 102,735 | $ 43,944 |
| Our investment in and share of equity in earnings of unconsolidated joint ventures | | | | | | $ 163,477 | | | | $ 25,516 |

The amounts reflected in the tables above, except for our investment in and share of equity in earnings of unconsolidated joint ventures, are based on the historical financial information of the individual joint ventures. The debt of our unconsolidated joint ventures generally is non-recourse to us, except for customary exceptions pertaining to such matters as intentional misuse of funds, environmental conditions, and material misrepresentations.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

### 7. Acquired Intangible Assets and Liabilities

The following summarizes our acquired intangible assets (real estate intangibles, comprised of acquired in-place lease value and tenant relationship value along with acquired above-market lease value) and intangible liabilities (acquired below-market lease value) as of December 31, 2019 and 2018.

| (Amounts in thousands) | Balance as of December 31, 2019 | Balance as of December 31, 2018 |
|---|---|---|
| **Real Estate Intangibles:** | | |
| **Acquired in-place lease value:** | | |
| Gross amount | $ 1,357,190 | $ 1,569,401 |
| Accumulated amortization | (899,071) | (795,033) |
| Net | $ 458,119 | $ 774,368 |
| **Tenant relationship value:** | | |
| Gross amount | $ 1,845,949 | $ 2,339,606 |
| Accumulated amortization | (400,570) | (291,818) |
| Net | $ 1,445,379 | $ 2,047,788 |
| **Acquired above-market leases:** | | |
| Gross amount | $ 279,048 | $ 277,796 |
| Accumulated amortization | (204,233) | (158,037) |
| Net | $ 74,815 | $ 119,759 |
| **Acquired below-market leases:** | | |
| Gross amount | $ 396,509 | $ 442,535 |
| Accumulated amortization | (247,735) | (242,422) |
| Net | $ 148,774 | $ 200,113 |

Amortization of acquired below-market lease value, net of acquired above-market lease value, resulted in a decrease in rental revenues of $(17.1) million, $(27.3) million and $(2.2) million for the years ended December 31, 2019, 2018 and 2017, respectively. The expected average remaining lives for acquired below-market leases and acquired above-market leases was 8.0 years and 2.5 years, respectively, as of December 31, 2019. Estimated annual amortization of acquired below-market lease value, net of acquired above-market lease value, for each of the five succeeding years and thereafter, commencing January 1, 2020 is as follows:

| (Amounts in thousands) | |
|---|---|
| 2020 | $ (10,648) |
| 2021 | (3,501) |
| 2022 | 4,735 |
| 2023 | 9,500 |
| 2024 | 10,149 |
| Thereafter | 63,724 |
| Total | $ 73,959 |

Amortization of acquired in-place lease value (a component of depreciation and amortization expense) was $143.0 million, $211.0 million and $101.2 million for the years ended December 31, 2019, 2018 and 2017, respectively. The expected average amortization period for acquired in-place lease value was 5.8 years as of December 31, 2019. The weighted average remaining contractual life for acquired leases excluding renewals or extensions was 5.5 years as of

December 31, 2019. Estimated annual amortization of acquired in-place lease value for each of the five succeeding years and thereafter, commencing January 1, 2020 is as follows:

| (Amounts in thousands) | | |
|---|---|---|
| 2020 | $ | 98,875 |
| 2021 | | 78,329 |
| 2022 | | 58,621 |
| 2023 | | 47,449 |
| 2024 | | 40,217 |
| Thereafter | | 134,628 |
| Total | $ | 458,119 |

Amortization of tenant relationship value (a component of depreciation and amortization expense) was approximately $128.4 million, $123.5 million and $85.9 million for the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019, the weighted average remaining contractual life for tenant relationship value was 13.0 years. Estimated annual amortization of tenant relationship value for each of the five succeeding years and thereafter, commencing January 1, 2020 is as follows:

| (Amounts in thousands) | | |
|---|---|---|
| 2020 | $ | 116,673 |
| 2021 | | 116,673 |
| 2022 | | 116,673 |
| 2023 | | 116,673 |
| 2024 | | 116,673 |
| Thereafter | | 862,014 |
| Total | $ | 1,445,379 |

**8. Debt of the Company**

In this Note 8, the “Company” refers only to Digital Realty Trust, Inc. and not to any of its subsidiaries.

The Company itself does not have any indebtedness. All debt is held directly or indirectly by the Operating Partnership.

***Guarantee of Debt***

The Company guarantees the Operating Partnership’s obligations with respect to its 3.950% notes due 2022 (3.950% 2022 Notes), 3.625% notes due 2022 (3.625% 2022 Notes), 2.750% notes due 2023 (2.750% 2023 Notes), 4.750% notes due 2025 (4.750% 2025 Notes), 3.700% notes due 2027 (2027 Notes), 4.450% notes due 2028 (2028 Notes) and 3.600% notes due 2029 (3.600% 2029 Notes). The Company and the Operating Partnership guarantee the obligations of Digital Stout Holding, LLC, a wholly owned subsidiary of the Operating Partnership, with respect to its 4.750% notes due 2023 (4.750% 2023 Notes), 2.750% notes due 2024 (2.750% 2024 Notes), 4.250% notes due 2025 (4.250% 2025 Notes), 3.300% notes due 2029 (2029 Notes) and 3.750% notes due 2030 (2030 Notes) and the obligations of Digital Euro Finco, LLC, a wholly owned subsidiary of the Operating Partnership, with respect to its 2.625% notes due 2024 (2.625% 2024 Notes), 2.500% notes due 2026 (2026 Notes) and 1.125% notes due 2028 (1.125% 2028 Notes). The Company is also the guarantor of the Operating Partnership’s and its subsidiary borrowers’ obligations under the global revolving credit facilities and unsecured term loans.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

## 9. Debt of the Operating Partnership

A summary of outstanding indebtedness of the Operating Partnership as of December 31, 2019 and 2018 is as follows (in thousands):

| Indebtedness | Interest Rate at December 31, 2019 | Maturity Date | Principal Outstanding at December 31, 2019 | Principal Outstanding at December 31, 2018 |
|---|---|---|---|---|
| **Global revolving credit facilities** | Various (1) | Jan 24, 2023 (1) | $ 245,766 (2) | $ 1,663,156 (2) |
| Deferred financing costs, net | | | (11,661) | (15,421) |
| **Global revolving credit facilities, net** | | | 234,105 | 1,647,735 |
| **Unsecured Term Loans** | | | | |
| 2019 Term Loan | Base Rate + 1.000 % | Jan 19, 2019 | — | 375,000 |
| 2023 Term Loan | Various (3)(4) | Jan 15, 2023 | 300,000 (5) | 300,000 (5) |
| 2024 Term Loan | Various (3)(4) | Jan 24, 2023 | 513,205 (5) | 508,120 (5) |
| Deferred financing costs, net | | | (2,986) | (4,216) |
| **Unsecured term loans, net** | | | 810,219 | 1,178,904 |
| **Unsecured senior notes:** | | | | |
| Floating rate notes due 2019 | EURIBOR + 0.500 % | May 22, 2019 | — (11) | 143,338 (6) |
| 5.875% notes due 2020 | 5.875 % | Feb 1, 2020 | — (8) | 500,000 |
| 3.400% notes due 2020 | 3.400 % | Oct 1, 2020 | — (12) | 500,000 |
| 5.250% notes due 2021 | 5.250 % | Mar 15, 2021 | — (12) | 400,000 |
| 3.950% notes due 2022 | 3.950 % | Jul 1, 2022 | 500,000 | 500,000 |
| 3.625% notes due 2022 | 3.625 % | Oct 1, 2022 | 300,000 | 300,000 |
| 2.750% notes due 2023 | 2.750 % | Feb 1, 2023 | 350,000 | 350,000 |
| 4.750% notes due 2023 | 4.750 % | Oct 13, 2023 | 397,710 (7) | 382,620 (7) |
| 2.625% notes due 2024 | 2.625 % | Apr 15, 2024 | 672,780 (6) | 688,020 (6) |
| 2.750% notes due 2024 | 2.750 % | Jul 19, 2024 | 331,425 (7) | 318,850 (7) |
| 4.250% notes due 2025 | 4.250 % | Jan 17, 2025 | 530,280 (7) | 510,160 (7) |
| 4.750% notes due 2025 | 4.750 % | Oct 1, 2025 | 450,000 | 450,000 |
| 2.500% notes due 2026 | 2.500 % | Jan 16, 2026 | 1,205,398 (6) | — |
| 3.700% notes due 2027 | 3.700 % | Aug 15, 2027 | 1,000,000 | 1,000,000 |
| 1.125% notes due 2028 | 1.125 % | Apr 9, 2028 | 560,650 (6) | — |
| 4.450% notes due 2028 | 4.450 % | Jul 15, 2028 | 650,000 | 650,000 |
| 3.600% notes due 2029 | 3.600 % | Jul 1, 2029 | 900,000 | — |
| 3.300% notes due 2029 | 3.300 % | Jul 19, 2029 | 463,995 (7) | 446,390 (7) |
| 3.750% notes due 2030 | 3.750 % | Oct 17, 2030 | 729,135 (7)(9) | 510,160 (7) |
| Unamortized discounts, net of premiums | | | (16,145) | (19,859) |
| Total senior notes, net of discount | | | 9,025,228 | 7,629,679 |
| Deferred financing costs, net | | | (52,038) | (40,553) |
| **Total unsecured senior notes, net of discount and deferred financing costs** | | | 8,973,190 | 7,589,126 |
| | | | | |
| **Secured Debt:** | | | | |
| 731 East Trade Street | 8.22 % | Jul 1, 2020 | $ 1,089 | $ 1,776 |
| Secured note due March 2023 | LIBOR + 1.000 % (4) | Mar 1, 2023 | 104,000 | 104,000 |
| Secured note due December 2023 | Base Rate + 4.250 % | Dec 20, 2023 | — (10) | 600,000 |
| Unamortized net premiums | | | 54 | 148 |
| Total secured debt, including premiums | | | 105,143 | 705,924 |
| Deferred financing costs, net | | | (209) | (20,210) |
| Total secured debt, including premiums and net of deferred financing costs | | | 104,934 | 685,714 |
| Total indebtedness | | | $ 10,122,448 | $ 11,101,479 |

(1) The interest rate for borrowings under the global revolving credit facility equals the applicable index plus a margin of 90 basis points, which is based on the current credit ratings of our long-term debt. An annual facility fee of 20 basis points, which is based on the credit ratings of our long-term debt, is due and payable quarterly on the total commitment amount of the facility. Two six-month extensions are available, which we may exercise if certain conditions are met. The interest rate for borrowings under the Yen revolving credit facility equals the applicable index plus a margin of 50 basis points, which is based on the current credit ratings of our long-term debt.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

(2) Balances as of December 31, 2019 and December 31, 2018 are as follows (balances, in thousands):

| Denomination of Draw | Balance as of December 31, 2019 | Weighted-average interest rate | Balance as of December 31, 2018 | Weighted-average interest rate |
|---|---|---|---|---|
| ***Floating Rate Borrowing (a) (d)*** | | | | |
| U.S. dollar ($) | $ — | — % | $ 890,000 | 3.37 % |
| British pound sterling (£) | — | — % | 8,290 (c) | 1.61 % |
| Euro (€) | 44,852 (b) | 0.90 % | 451,800 (c) | 0.90 % |
| Australian dollar (AUD) | 1,264 (b) | 1.74 % | 27,632 (c) | 2.82 % |
| Hong Kong dollar (HKD) | — | — % | 8,797 (c) | 3.14 % |
| Japanese yen (JPY) | — | — % | 4,105 (c) | 0.90 % |
| Singapore dollar (SGD) | 53,199 (b) | 2.46 % | 77,112 (c) | 2.79 % |
| Canadian dollar (CAD) | — | — % | 60,856 (c) | 3.16 % |
| Total | $ 99,315 | 1.75 % | $ 1,528,592 | 2.57 % |
| | | | | |
| ***Yen Revolving Credit Facility (a)*** | $ 146,451 (e) | 0.50 % | $ 134,564 (e) | 0.50 % |
| | | | | |
| **Total borrowings** | $ 245,766 | 1.00 % | $ 1,663,156 | 2.41 % |

(a) The interest rates for floating rate borrowings under the global revolving credit facility currently equal the applicable index plus a margin of 90 basis points, which is based on the credit rating of our long-term debt. The interest rate for borrowings under the Yen revolving credit facility equals the applicable index plus a margin of 50 basis points, which is based on the current credit rating of our long-term debt.
(b) Based on exchange rates of $1.12 to €1.00, $0.70 to 1.00 AUD and $0.74 to 1.00 SGD, respectively, as of December 31, 2019.
(c) Based on exchange rates of $1.28 to £1.00, $1.15 to €1.00, $0.70 to 1.00 AUD, $0.13 to 1.00 HKD, $0.01 to 1.00 JPY, $0.73 to 1.00 SGD and $0.73 to 1.00 CAD, respectively, as of December 31, 2018.
(d) As of December 31, 2019, approximately $45.2 million of letters of credit were issued.
(e) Based on exchange rates of $0.01 to 1.00 JPY for December 31, 2019 and 2018.

(3) Interest rates are based on our current senior unsecured debt ratings and is currently 100 basis points over the applicable index for floating rate advances for the 2023 Term Loan and the 2024 Term Loan.

(4) We have entered into interest rate swap agreements as a cash flow hedge for interest generated by a portion of U.S. dollar and Canadian dollar borrowings under the 2023 Term Loan and 2024 Term Loan, and the secured note due March 2023. See Note 16. "Derivative Instruments" for further information.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

(5) Balances as of December 31, 2019 and December 31, 2018 are as follows (balances, in thousands):

| Denomination of Draw | Balance as of December 31, 2019 | Weighted-average interest rate | Balance as of December 31, 2018 | Weighted-average interest rate |
|---|---|---|---|---|
| U.S. dollar ($) | $ 300,000 | 2.74 % (b) | $ 300,000 | 3.46 % (d) |
| Singapore dollar (SGD) | 147,931 (a) | 2.68 % | 146,080 (c) | 2.76 % |
| Australian dollar (AUD) | 203,820 (a) | 1.85 % | 204,632 (c) | 2.94 % |
| Hong Kong dollar (HKD) | 85,629 (a) | 3.60 % | 85,188 (c) | 3.32 % |
| Canadian dollar (CAD) | 75,825 (a) | 3.00 % (b) | 72,220 (c) | 3.24 % (d) |
| Total | $ 813,205 | 2.62 % (b) | $ 808,120 | 3.17 % (d) |

(a) Based on exchange rates of $0.74 to 1.00 SGD, $0.70 to 1.00 AUD, $0.13 to 1.00 HKD and $0.77 to 1.00 CAD, respectively, as of December 31, 2019.
(b) As of December 31, 2019, the weighted-average interest rate reflecting interest rate swaps was 2.44% (U.S. dollar), 1.78% (Canadian dollar) and 2.39% (Total). See Note 16 for further discussion on interest rate swaps.
(c) Based on exchange rates of $0.73 to 1.00 SGD, $0.70 to 1.00 AUD, $0.13 to 1.00 HKD and $0.73 to 1.00 CAD, respectively, as of December 31, 2018.
(d) As of December 31, 2018, the weighted-average interest rate reflecting interest rate swaps was 2.44% (U.S. dollar), 1.78% (Canadian dollar) and 2.66% (Total). See Note 16 for further discussion on interest rate swaps.

(6) Based on exchange rates of $1.12 to €1.00 as of December 31, 2019 and $1.15 to €1.00 as of December 31, 2018.
(7) Based on exchange rates of $1.33 to £1.00 as of December 31, 2019 and $1.28 to £1.00 as of December 31, 2018.
(8) The 5.875% 2020 Notes were paid in full in January 2019 (by tender offer) and February 2019 (by redemption of the remaining balance after the tender offer). The tender offer and redemption resulted in an early extinguishment charge of approximately $12.9 million during the three months ended March 31, 2019.
(9) On March 5, 2019, Digital Stout Holding, LLC, a wholly owned subsidiary of the Operating Partnership, issued and sold an additional £150.0 million aggregate principal amount of 2030 Notes. The terms of the 2030 Notes are governed by an indenture, dated as of October 17, 2018, among Digital Stout Holding, LLC, Digital Realty Trust, Inc., the Operating Partnership, Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent (the “GBP Notes Indenture”), pursuant to which Digital Stout Holding, LLC previously issued £400.0 million in aggregate principal amount of its 2030 Notes. The 2030 Notes are treated as a single series with the notes previously issued under the GBP Notes Indenture.
(10) The debt was deconsolidated as a result of the Ascenty joint venture formed with Brookfield.
(11) Paid in full at maturity in May 2019.
(12) The 3.400% 2020 Notes and 2021 Notes were paid in full in June 2019 (by tender offer) and July 2019 (by redemption of the remaining balances after the tender offer). The tender offer resulted in an early extinguishment charge of approximately $26.3 million during the year ended December 31, 2019.

***Global Revolving Credit Facilities***

On October 24, 2018, we refinanced our global revolving credit facility and entered into a global senior credit agreement for a $2.35 billion senior unsecured revolving credit facility, which we refer to as the 2018 global revolving credit facility, that replaced the $2.0 billion revolving credit facility executed on January 15, 2016. In addition, we have the ability from time to time to increase the size of the global revolving credit facility and the unsecured term loans (discussed below), in any combination, by up to $1.25 billion, subject to the receipt of lender commitments and other conditions precedent. The 2018 global revolving credit facility matures on January 24, 2023, with two six-month

extension options available. The interest rate for borrowings under the 2018 global revolving credit facility equals the applicable index plus a margin which is based on the credit ratings of our long-term debt and is currently 90 basis points. An annual facility fee on the total commitment amount of the facility, based on the credit ratings of our long-term debt, currently 20 basis points, is payable quarterly. The 2018 global revolving credit facility provides for borrowings in U.S., Canadian, Singapore, Australian and Hong Kong dollars, as well as Euro, British pound sterling and Japanese yen and includes the ability to add additional currencies in the future. As of December 31, 2019, interest rates are based on 1-month EURIBOR, 1-month HIBOR, 1-month SOR and 1-month CDOR, plus a margin of 0.90%. We have used and intend to use available borrowings under the 2018 global revolving credit facility to acquire additional properties, fund development opportunities and for general working capital and other corporate purposes, including potentially for the repurchase, redemption or retirement of outstanding debt or equity securities.

The 2018 global revolving credit facility contains various restrictive covenants, including limitations on our ability to incur additional indebtedness, make certain investments or merge with another company, and requirements to maintain financial coverage ratios, including with respect to unencumbered assets. In addition, the 2018 global revolving credit facility restricts Digital Realty Trust, Inc. from making distributions to its stockholders, or redeeming or otherwise repurchasing shares of its capital stock, after the occurrence and during the continuance of an event of default, except in limited circumstances including as necessary to enable Digital Realty Trust, Inc. to maintain its qualification as a REIT and to minimize the payment of income or excise tax. As of December 31, 2019, we were in compliance with all of such covenants.

On October 24, 2018, we entered into a credit agreement for a ¥33.3 billion (approximately $296.5 million based on the exchange rate on October 24, 2018) senior unsecured revolving credit facility, which we refer to as the Yen revolving credit facility. The Yen revolving credit facility provides for borrowings in Japanese yen. In addition, we have the ability from time to time to increase the size of the Yen revolving credit facility to up to ¥93.3 billion (approximately $831.1 million based on the exchange rate on October 24, 2018), subject to receipt of lender commitments and other conditions precedent. The Yen revolving credit facility matures on January 24, 2024. The interest rate for borrowings under the Yen revolving credit facility equals the applicable index plus a margin which is based on the credit ratings of our long-term debt and is currently 50 basis points. A quarterly unused commitment fee, which is calculated using the average daily unused revolving credit commitment, is based on the credit ratings of our long-term debt, and is currently 10 basis points.

The Yen revolving credit facility contains various restrictive covenants, including limitations on our ability to incur additional indebtedness, make certain investments or merge with another company, and requirements to maintain financial coverage ratios, including with respect to unencumbered assets. In addition, the Yen revolving credit facility restricts Digital Realty Trust, Inc. from making distributions to its stockholders, or redeeming or otherwise repurchasing shares of its capital stock, after the occurrence and during the continuance of an event of default, except in limited circumstances including as necessary to enable Digital Realty Trust, Inc. to maintain its qualification as a REIT and to minimize the payment of income or excise tax. As of December 31, 2019, we were in compliance with all of such covenants.

***Unsecured Term Loans***

On October 24, 2018, we refinanced our senior unsecured multi-currency term loan facility and entered into an amended and restated term loan agreement, which we refer to as the 2018 term loan agreement, which governs (i) a $300.0 million 5-year senior unsecured term loan, which we refer to as the 2023 Term Loan, and (ii) an approximately $512 million 5-year senior unsecured term loan, which we refer to as the 2024 Term Loan. The 2018 term loan agreement replaced the $1.55 billion term loan agreement executed on January 15, 2016. The 2023 Term Loan matures

on January 15, 2023 and the 2024 Term Loan matures on January 24, 2023 with two six-month extension options. In addition, we have the ability from time to time to increase the aggregate size of lending under the 2018 term loan agreement and the 2018 global revolving credit facility (discussed above), in any combination, by up to $1.25 billion, subject to receipt of lender commitments and other conditions precedent. Interest rates are based on our senior unsecured debt ratings and are currently 100 basis points over the applicable index for floating rate advances for the 2023 Term Loan and the 2024 Term Loan. Funds may be drawn in U.S., Canadian, Singapore, Australian and Hong Kong dollars. Based on exchange rates in effect at December 31, 2019, the balance outstanding is approximately $0.8 billion, excluding deferred financing costs. We have used borrowings under the term loans for acquisitions, repayment of indebtedness, development, working capital and general corporate purposes. The covenants under the 2023 Term Loan and 2024 Term Loan are consistent with our 2018 global revolving credit facility and, as of December 31, 2019, we were in compliance with all of such covenants.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***Unsecured Senior Notes***

| Unsecured Senior Notes and Annual Interest Rate | Date Issued | Maturity Date | Amount Issued (in millions, local currency) | Net Proceeds (in millions) [1] | Interest Payment Dates | Initial Issuer [2] |
|---|---|---|---|---|---|---|
| 3.950% Notes due 2022 | Jun 23, 2015 | Jul 1, 2022 | $ 500.0 | 491.8 | Semi-annually, commencing January 1, 2016 | Digital Realty Trust, L.P. |
| 3.625% Notes due 2022 | Sep 24, 2012 | Oct 1, 2022 | $ 300.0 | 293.1 | Semi-annually, commencing April 1, 2013 | Digital Realty Trust, L.P. |
| 2.750% Notes due 2023 | Aug 7, 2017 | Feb 1, 2023 | $ 350.0 | 346.9 | Semi-annually, commencing February 1, 2018 | Digital Realty Trust, L.P. |
| 4.750% Notes due 2023 | Apr 1, 2014 | Oct 13, 2023 | £ 300.0 | 490.9 | Semi-annually, commencing October 13, 2014 | Digital Stout Holding, LLC [3] |
| 2.625% Notes due 2024 | Apr 15, 2016 | Apr 15, 2024 | € 600.0 | 670.3 | Annually, commencing April 15, 2017 | Digital Euro Finco, LLC [3] |
| 2.750% Notes due 2024 | Jul 21, 2017 | Jul 19, 2024 | £ 250.0 | 321.3 | Annually, commencing July 19, 2018 | Digital Stout Holding, LLC [3] |
| 4.250% Notes due 2025 | Jan 18, 2013 | Jan 17, 2025 | £ 400.0 | 624.2 | Semi-annually, commencing July 17, 2013 | Digital Stout Holding, LLC [3] |
| 4.750% Notes due 2025 | Oct 1, 2015 | Oct 1, 2025 | $ 450.0 | 445.8 | Semi-annually, commencing April 1, 2016 | Digital Delta Holdings, LLC [4] |
| 2.500% Notes due 2026 | Jan 16, 2019 | Jan 16, 2026 | € 1,075.0 | 1,218.6 | Annually, commencing January 16, 2020 | Digital Euro Finco, LLC [3] |
| 3.700% Notes due 2027 | Aug 7, 2017 | Aug 15, 2027 | $ 1,000.0 | 991.0 | Semi-annually, commencing February 15, 2018 | Digital Realty Trust, L.P. |
| 1.125% Notes due 2028 | Oct 9, 2019 | Apr 9, 2028 | € 500.0 | 539.7 | Annually, commencing April 9, 2020 | Digital Euro Finco, LLC [3] |
| 4.450% Notes due 2028 | Jun 21, 2018 | Jul 15, 2028 | $ 650.0 | 643.3 | Semi-annually, commencing January 15, 2019 | Digital Realty Trust, L.P. |
| 3.600% Notes due 2029 | Jun 14, 2019 | Jul 1, 2029 | $ 900.0 | 890.6 | Semi-annually, commencing January 1, 2020 | Digital Realty Trust, L.P. |
| 3.300% Notes due 2029 | Jul 21, 2017 | Jul 19, 2029 | £ 350.0 | 448.6 | Annually, commencing July 19, 2018 | Digital Stout Holding, LLC [3] |
| 3.750% Notes due 2030 | Oct 17, 2018 and Mar 9, 2019 | Oct 17, 2030 | £ 550.0 | 716.8 | Annually, commencing October 17, 2019 | Digital Stout Holding, LLC [3] |

(1) Amounts are in U.S. dollars, based on the exchange rate on the date of issuance. Net proceeds are equal to principal amount less initial purchaser discount and other debt issuance costs.
(2) Digital Realty Trust, Inc. guarantees the senior notes issued by Digital Realty Trust, L.P. Both Digital Realty Trust, L.P. and Digital Realty Trust, Inc. guarantee the senior notes issued by Digital Stout Holding, LLC and Digital Euro Finco, LLC.
(3) A wholly owned subsidiary of Digital Realty Trust, L.P.
(4) Initially a wholly owned subsidiary of Digital Realty Trust, Inc., pursuant to the terms of the indenture, following the consummation of the Telx Acquisition, on October 13, 2015, Digital Delta Holdings, LLC merged with and into Digital Realty Trust, L.P., with Digital Realty Trust, L.P. surviving the merger and assuming Digital Delta

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

Holdings, LLC's obligations under the 4.750% 2025 Notes, the related indenture and registration rights agreement by operation of law.

The indentures governing each of the senior notes contain certain covenants, including (1) a leverage ratio not to exceed 60%, (2) a secured debt leverage ratio not to exceed 40% and (3) an interest coverage ratio of greater than 1.50, and also requires us to maintain total unencumbered assets of not less than 150% of the aggregate principal amount of unsecured debt. At December 31, 2019, we were in compliance with each of these financial covenants.

The table below summarizes our debt maturities and principal payments as of December 31, 2019 (in thousands):

| | Global Revolving Credit Facilities[1] | Unsecured Term Loans[1] | Senior Notes | Secured Debt | Total Debt |
|---|---|---|---|---|---|
| 2020 | $ — | $ — | $ — | $ 1,089 | $ 1,089 |
| 2021 | — | — | — | — | — |
| 2022 | — | — | 800,000 | — | 800,000 |
| 2023 | 99,315 | 813,205 | 747,710 | 104,000 | 1,764,230 |
| 2024 | 146,451 | — | 1,004,205 | — | 1,150,656 |
| Thereafter | — | — | 6,489,458 | — | 6,489,458 |
| Subtotal | $ 245,766 | $ 813,205 | $ 9,041,373 | $ 105,089 | $ 10,205,433 |
| Unamortized discount | — | — | (22,554) | — | (22,554) |
| Unamortized premium | — | — | 6,409 | 54 | 6,463 |
| Total | $ 245,766 | $ 813,205 | $ 9,025,228 | $ 105,143 | $ 10,189,342 |

(1) The global revolving credit facility and unsecured term loans are subject to two six-month extension options exercisable by us. The bank group is obligated to grant the extension options provided we give proper notice, we make certain representations and warranties and no default exists under the global revolving credit facility or unsecured term loans, as applicable.

**10. Income per Share**

The following is a summary of basic and diluted income per share (in thousands, except share and per share amounts):

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Net income available to common stockholders | $ 493,011 | $ 249,930 | $ 173,148 |
| Weighted average shares outstanding—basic | 208,325,823 | 206,035,408 | 174,059,386 |
| Potentially dilutive common shares: | | | |
| Unvested incentive units | 165,185 | 141,260 | 141,136 |
| Forward equity offering | 813,073 | 33,315 | 124,527 |
| Market performance-based awards | 158,166 | 463,488 | 570,049 |
| Weighted average shares outstanding—diluted | 209,462,247 | 206,673,471 | 174,895,098 |
| Income per share: | | | |
| Basic | $ 2.37 | $ 1.21 | $ 0.99 |
| Diluted | $ 2.35 | $ 1.21 | $ 0.99 |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

We have excluded the following potentially dilutive securities in the calculations above as they would be antidilutive or not dilutive:

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Weighted average of Operating Partnership common units not owned by Digital Realty Trust, Inc. | 9,087,726 | 8,227,463 | 3,996,550 |
| Potentially dilutive Series C Cumulative Redeemable Perpetual Preferred Stock | 1,695,765 | 1,876,584 | 540,773 |
| Potentially dilutive Series F Cumulative Redeemable Preferred Stock | — | — | 463,301 |
| Potentially dilutive Series G Cumulative Redeemable Preferred Stock | 2,102,655 | 2,326,861 | 2,261,153 |
| Potentially dilutive Series H Cumulative Redeemable Preferred Stock | 789,846 | 3,409,772 | 3,313,484 |
| Potentially dilutive Series I Cumulative Redeemable Preferred Stock | 2,105,116 | 2,329,584 | 2,263,799 |
| Potentially dilutive Series J Cumulative Redeemable Preferred Stock | 1,679,534 | 1,858,622 | 720,803 |
| Potentially dilutive Series K Cumulative Redeemable Preferred Stock | 1,334,691 | — | — |
| Potentially dilutive Series L Cumulative Redeemable Preferred Stock | 670,823 | — | — |
| Total | 19,466,156 | 20,028,886 | 13,559,863 |

**11. Income per Unit**

The following is a summary of basic and diluted income per unit (in thousands, except unit and per unit amounts):

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Net income available to common unitholders | $ 514,111 | $ 260,110 | $ 176,918 |
| Weighted average units outstanding—basic | 217,284,755 | 214,312,871 | 178,055,936 |
| Potentially dilutive common units: | | | |
| Unvested incentive units | 165,185 | 141,260 | 141,136 |
| Forward equity offering | 813,073 | 33,315 | 124,527 |
| Market performance-based awards | 158,166 | 463,488 | 570,049 |
| Weighted average units outstanding—diluted | 218,421,179 | 214,950,934 | 178,891,648 |
| Income per unit: | | | |
| Basic | $ 2.37 | $ 1.21 | $ 0.99 |
| Diluted | $ 2.35 | $ 1.21 | $ 0.99 |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

We have excluded the following potentially dilutive securities in the calculations above as they would be antidilutive or not dilutive:

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Potentially dilutive Series C Cumulative Redeemable Perpetual Preferred Units | 1,695,765 | 1,876,584 | 540,773 |
| Potentially dilutive Series F Cumulative Redeemable Preferred Units | — | — | 463,301 |
| Potentially dilutive Series G Cumulative Redeemable Preferred Units | 2,102,655 | 2,326,861 | 2,261,153 |
| Potentially dilutive Series H Cumulative Redeemable Preferred Units | 789,846 | 3,409,772 | 3,313,484 |
| Potentially dilutive Series I Cumulative Redeemable Preferred Units | 2,105,116 | 2,329,584 | 2,263,799 |
| Potentially dilutive Series J Cumulative Redeemable Preferred Units | 1,679,534 | 1,858,622 | 720,803 |
| Potentially dilutive Series K Cumulative Redeemable Preferred Units | 1,334,691 | — | — |
| Potentially dilutive Series L Cumulative Redeemable Preferred Units | 670,823 | — | — |
| Total | 10,378,430 | 11,801,423 | 9,563,313 |

**12. Income Taxes**

Digital Realty Trust, Inc. has elected to be treated and believes that it has been organized and has operated in a manner that has enabled it to qualify as a REIT for federal income tax purposes. As a REIT, Digital Realty Trust, Inc. is generally not subject to corporate level federal income taxes on taxable income distributed currently to its stockholders. Since inception, Digital Realty Trust, Inc. has distributed at least 100% of its taxable income annually. As such, no provision for federal income taxes has been included in the accompanying consolidated financial statements for the years ended December 31, 2019, 2018 and 2017.

The Operating Partnership is a partnership and is not required to pay federal income tax. Instead, taxable income is allocated to its partners, who include such amounts on their federal income tax returns. As such, no provision for federal income taxes has been included in the Operating Partnership's accompanying consolidated financial statements.

We have elected taxable REIT subsidiary ("TRS") status for some of our consolidated subsidiaries. In general, a TRS may provide services that would otherwise be considered impermissible for REITs to provide and may hold assets that REITs cannot hold directly. Income taxes for TRS entities were accrued, as necessary, for the years ended December 31, 2019, 2018 and 2017.

For our TRS entities and foreign subsidiaries that are subject to U.S. federal, state, local and foreign income taxes, deferred tax assets and liabilities are established for temporary differences between the financial reporting basis and the tax basis of assets and liabilities at the enacted tax rates expected to be in effect when the temporary differences reverse. A valuation allowance for deferred tax assets is provided if we believe it is more likely than not that the deferred tax asset may not be realized, based on available evidence at the time the determination is made. An increase or decrease in the valuation allowance that results from the change in circumstances that causes a change in our judgment about the realizability of the related deferred tax asset is included in the income statement. Deferred tax assets (net of valuation allowance) and liabilities for our TRS entities and foreign subsidiaries were accrued, as necessary, for the years ended December 31, 2019, 2018 and 2017. As of December 31, 2019 and 2018, we had deferred tax liabilities net of deferred tax assets of approximately $143.4 million and $146.6 million, respectively, primarily related to our foreign properties, classified in accounts payable and other accrued expenses in the consolidated balance sheet. The majority of our net deferred tax liability relates to differences between tax basis and book basis of the assets acquired in the Sentrum portfolio acquisition during 2012 and the European portfolio acquisition in July 2016. The valuation allowance against

the deferred tax assets at December 31, 2019 and 2018 relate primarily to net operating loss carryforwards that we do not expect to utilize attributable to certain foreign jurisdictions.

Deferred income tax assets and liabilities as of December 31, 2019 and 2018 were as follows (in thousands):

| | 2019 | 2018 |
|---|---|---|
| Gross deferred income tax assets: | | |
| Net operating loss carryforwards | $ 63,280 | $ 71,656 |
| Basis difference - real estate property | 9,955 | 8,490 |
| Basis difference - intangibles | 1,071 | 256 |
| Other - temporary differences | 19,028 | 24,341 |
| Total gross deferred income tax assets | 93,334 | 104,743 |
| Valuation allowance | (40,795) | (51,439) |
| Total deferred income tax assets, net of valuation allowance | 52,539 | 53,304 |
| Gross deferred income tax liabilities: | | |
| Basis difference - real estate property | 162,095 | 164,077 |
| Basis difference - equity investments | 4,000 | — |
| Basis difference - intangibles | 1,547 | 6,855 |
| Straight-line rent | 8,044 | 5,340 |
| Other - temporary differences | 20,218 | 23,584 |
| Total gross deferred income tax liabilities | 195,904 | 199,856 |
| **Net deferred income tax liabilities** | **$ 143,365** | **$ 146,552** |

The federal tax legislation enacted in December 2017, commonly known as the Tax Cuts and Jobs Act (the "TCJA"), reduced the corporate federal tax rate in the U.S. to 21%, generally effective on January 1, 2018. As such, deferred tax assets and liabilities were remeasured using the lower corporate federal tax rate at December 31, 2017. While we do not expect other material impacts, the new tax rules are complex and, in some respects, lack developed administrative guidance. We continue to work with our tax advisors to analyze and determine the full impact that the TCJA as a whole will have on us.

**13. Equity and Accumulated Other Comprehensive Loss, Net**

***(a) Equity Distribution Agreements***

On January 4, 2019, Digital Realty Trust, Inc. and Digital Realty Trust, L.P. entered into equity distribution agreements, which we refer to as the 2019 Equity Distribution Agreements, with each of Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., BTIG, LLC, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Mizuho Securities USA LLC, Morgan Stanley & Co. LLC, MUFG Securities Americas Inc., PNC Capital Markets LLC, Raymond James & Associates, Inc., RBC Capital Markets, LLC, Scotia Capital (USA) Inc., SMBC Nikko Securities America, Inc., SunTrust Robinson Humphrey, Inc., TD Securities (USA) LLC, and Wells Fargo Securities, LLC, or the Agents, under which it could issue and sell shares of its common stock having an aggregate offering price of up to $1.0 billion from time to time through, at its discretion, any of the Agents as its sales agents or as principals. Sales may also be made on a forward basis pursuant to separate forward sale agreements. The sales of common stock made under the 2019 Equity Distribution Agreements will be made in "at the market" offerings as defined in Rule 415 of the Securities Act. To date, no sales have been made under the program.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***(b) Forward Equity Sale***

On September 27, 2018, Digital Realty Trust, Inc. completed an underwritten public offering of 9,775,000 shares of its common stock (including 1,275,000 shares from the exercise in full of the underwriters' option to purchase additional shares), all of which were offered in connection with forward sale agreements it entered into with certain financial institutions acting as forward purchasers. The forward purchasers borrowed and sold an aggregate of 9,775,000 shares of Digital Realty Trust, Inc.'s common stock in the public offering. Digital Realty Trust, Inc. did not receive any proceeds from the sale of its common stock by the forward purchasers in the public offering. The Company expects to receive net proceeds of approximately $1.1 billion (net of fees and estimated expenses) upon full physical settlement of the forward sale agreements. On September 17, 2019, the Company amended the forward sale agreements to extend the maturity date of such forward sales agreements from September 27, 2019 to September 25, 2020.

***(c) Redeemable Preferred Stock***

| Preferred Stock [1] | Date(s) Issued | Initial Date to Redeem [2] | Share Cap [3] | Total Liquidation Value (in thousands) [4] | Annual Dividend Rate [5] | Shares Outstanding as of December 31, | | Balance (in thousands, net of issuance costs) as of December 31, | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | 2019 | 2018 | 2019 | 2018 |
| 6.625% Series C Cumulative Redeemable Perpetual Preferred Stock | Sep 14, 2017 | May 15, 2021 | 0.6389035 | $ 201,250 | $ 1.65625 | 8,050,000 | 8,050,000 | $ 219,250 | $ 219,250 |
| 5.875% Series G Cumulative Redeemable Preferred Stock | Apr 9, 2013 | Apr 9, 2018 | 0.7532000 | 250,000 | 1.46875 | 10,000,000 | 10,000,000 | 241,468 | 241,468 |
| 7.375% Series H Cumulative Redeemable Preferred Stock | Mar 26, 2014 | Mar 26, 2019 | 0.9632000 | — | 1.84375 | — | 14,600,000 | — | 353,290 |
| 6.350% Series I Cumulative Redeemable Preferred Stock | Aug 24, 2015 | Aug 24, 2020 | 0.7623100 | 250,000 | 1.58750 | 10,000,000 | 10,000,000 | 242,012 | 242,012 |
| 5.250% Series J Cumulative Redeemable Preferred Stock | Aug 7, 2017 | Aug 7, 2022 | 0.4252100 | 200,000 | 1.31250 | 8,000,000 | 8,000,000 | 193,540 | 193,540 |
| 5.850% Series K Cumulative Redeemable Preferred Stock | Mar 13, 2019 | Mar 13, 2024 | 0.4361100 | 210,000 | 1.46250 | 8,400,000 | — | 203,264 | — |
| 5.200% Series L Cumulative Redeemable Preferred Stock | Oct 10, 2019 | Oct 10, 2024 | 0.3851800 | 345,000 | 1.30000 | 13,800,000 | — | 334,886 | — |
| | | | | $ 1,456,250 | | 58,250,000 | 50,650,000 | $ 1,434,420 | $ 1,249,560 |

(1) All series of preferred stock do not have a stated maturity date and are not subject to any sinking fund or mandatory redemption provisions. Upon liquidation, dissolution or winding up, each series of preferred stock will rank senior to Digital Realty Trust, Inc. common stock and on parity with the other series of preferred stock. Holders of each series of preferred stock generally have no voting rights except for limited voting rights if Digital Realty Trust, Inc. fails to pay dividends for six or more quarterly periods (whether or not consecutive) and in certain other circumstances.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

(2) Except in limited circumstances, reflects earliest date that Digital Realty Trust, Inc. may exercise its option to redeem the preferred stock, at a redemption price of $25.00 per share, plus accrued and unpaid dividends up to but excluding the date of redemption.
(3) Upon the occurrence of specified changes of control, as a result of which neither Digital Realty Trust, Inc.'s common stock nor the common securities of the acquiring or surviving entity (or American Depositary Receipts representing such securities) is listed on the New York Stock Exchange, the NYSE MKT, LLC or the NASDAQ Stock Market or listed or quoted on a successor exchange or quotation system, each holder of preferred stock will have the right (unless, prior to the change of control conversion date specified in the applicable Articles Supplementary governing the preferred stock, Digital Realty Trust, Inc. has provided or provides notice of its election to redeem the preferred stock) to convert some or all of the preferred stock held by it into a number of shares of Digital Realty Trust, Inc.'s common stock per share of preferred stock to be converted equal to the lesser of (i) the quotient obtained by dividing (a) the sum of the $25.00 liquidation preference plus the amount of any accrued and unpaid dividends to, but not including, the change of control conversion date (unless the change of control conversion date is after a record date for a preferred stock dividend payment and prior to the corresponding dividend payment date, in which case no additional amount for such accrued and unpaid dividend will be included in this sum) by (b) the common stock price specified in the applicable Articles Supplementary governing the preferred stock; and (ii) the Share Cap, subject to certain adjustments; subject, in each case, to provisions for the receipt of alternative consideration as described in the applicable Articles Supplementary governing the preferred stock. Except in connection with specified change of control transactions, the preferred stock is not convertible into or exchangeable for any other property or securities of Digital Realty Trust, Inc.
(4) Liquidation preference is $25.00 per share.
(5) Dividends on preferred shares are cumulative and payable quarterly in arrears.

***(d) Noncontrolling Interests in Operating Partnership***

Noncontrolling interests in the Operating Partnership relate to the interests that are not owned by Digital Realty Trust, Inc. The following table shows the ownership interest in the Operating Partnership as of December 31, 2019 and 2018:

| | December 31, 2019 | | December 31, 2018 | |
|---|---|---|---|---|
| | Number of units | Percentage of total | Number of units | Percentage of total |
| Digital Realty Trust, Inc. | 208,900,758 | 95.9 % | 206,425,656 | 95.1 % |
| Noncontrolling interests consist of: | | | | |
| Common units held by third parties | 6,820,201 | 3.1 % | 6,297,272 | 2.9 % |
| Issuance of units in connection with Ascenty Acquisition | — | — % | 2,338,874 | 1.1 % |
| Incentive units held by employees and directors (see Note 15) | 2,022,954 | 0.9 % | 1,944,738 | 0.9 % |
| | **217,743,913** | **100.0 %** | **217,006,540** | **100.0 %** |

Limited partners have the right to require the Operating Partnership to redeem part or all of their common units for cash based on the fair market value of an equivalent number of shares of Digital Realty Trust, Inc. common stock at the time of redemption. Alternatively, Digital Realty Trust, Inc. may elect to acquire those common units in exchange for shares of Digital Realty Trust, Inc. common stock on a one-for-one basis, subject to adjustment in the event of stock splits, stock dividends, issuance of stock rights, specified extraordinary distributions and similar events. Pursuant to authoritative accounting guidance, Digital Realty Trust, Inc. evaluated whether it controls the actions or events necessary

to issue the maximum number of shares that could be required to be delivered under the share settlement of the noncontrolling Operating Partnership common and incentive units. Based on the results of this analysis, we concluded that the common units and incentive units of the Operating Partnership met the criteria to be classified within equity, except for certain common units issued to certain former DFT Operating Partnership unitholders in the DFT Merger, which are subject to certain restrictions and, accordingly, are not presented as permanent equity in the consolidated balance sheet.

In connection with the initial public offering of DFT in 2007, DFT, the DFT Operating Partnership and certain DFT Operating Partnership unitholders entered into a tax protection agreement to assist such unitholders in deferring certain U.S. federal income tax liabilities that may have otherwise resulted from the contribution transactions undertaken in connection with the initial public offering and the ownership of interests in the DFT Operating Partnership and to set forth certain agreements with respect to other tax matters. In connection with the DFT Merger, certain DFT Operating Partnership unitholders entered into a new tax protection agreement with Digital Realty Trust, Inc. and the Operating Partnership that replaced and superseded the DFT tax protection agreement, effective as of the closing of the merger. Pursuant to the new tax protection agreement, such DFT Operating Partnership unitholders entered into a guarantee of certain debt of a subsidiary of the Operating Partnership. The Operating Partnership must offer such DFT Operating Partnership unitholders a new guarantee opportunity in the event any guaranteed debt is repaid prior to March 1, 2023. If the Operating Partnership fails to offer the guarantee opportunity or to allocate guaranteed debt to any such DFT Operating Partnership unitholder as required under the new tax protection agreement, the Operating Partnership generally would be required to indemnify each such DFT Operating Partnership unitholder for the tax liability resulting from such failure, as determined under the new tax protection agreement.

The redemption value of the noncontrolling Operating Partnership common units and the vested incentive units was approximately $997.6 million and $1,076.9 million based on the closing market price of Digital Realty Trust, Inc. common stock on December 31, 2019 and 2018, respectively.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

The following table shows activity for the noncontrolling interests in the Operating Partnership for the years ended December 31, 2019, 2018 and 2017:

| | Common Units | Incentive Units | Total |
|---|---|---|---|
| **As of December 31, 2016** | **1,141,814** | **1,333,849** | **2,475,663** |
| Common units issued in connection with the DFT Merger | 6,111,770 | — | 6,111,770 |
| Redemption of common units for shares of Digital Realty Trust, Inc. common stock (1) | (354,490) | — | (354,490) |
| Conversion of incentive units held by employees and directors for shares of Digital Realty Trust, Inc. common stock (1) | — | (208,092) | (208,092) |
| Incentive units issued upon achievement of market performance condition | — | 390,795 | 390,795 |
| Grant of incentive units to employees and directors | — | 73,449 | 73,449 |
| **As of December 31, 2017** | **6,899,094** | **1,590,001** | **8,489,095** |
| Common units issued in connection with the Ascenty Acquisition | 2,338,874 | — | 2,338,874 |
| Redemption of common units for shares of Digital Realty Trust, Inc. common stock (1) | (601,822) | — | (601,822) |
| Conversion of incentive units held by employees and directors for shares of Digital Realty Trust, Inc. common stock (1) | — | (110,070) | (110,070) |
| Incentive units issued upon achievement of market performance condition | — | 357,956 | 357,956 |
| Grant of incentive units to employees and directors | — | 128,986 | 128,986 |
| Cancellation / forfeitures of incentive units held by employees and directors | — | (22,135) | (22,135) |
| **As of December 31, 2018** | **8,636,146** | **1,944,738** | **10,580,884** |
| Redemption of common units for shares of Digital Realty Trust, Inc. common stock (1) | (1,815,945) | — | (1,815,945) |
| Conversion of incentive units held by employees and directors for shares of Digital Realty Trust, Inc. common stock (1) | — | (338,515) | (338,515) |
| Incentive units issued upon achievement of market performance condition | — | 319,279 | 319,279 |
| Grant of incentive units to employees and directors | — | 120,368 | 120,368 |
| Cancellation / forfeitures of incentive units held by employees and directors | — | (22,916) | (22,916) |
| **As of December 31, 2019** | **6,820,201** | **2,022,954** | **8,843,155** |

(1) These redemptions and conversions were recorded as a reduction to noncontrolling interests in the Operating Partnership and an increase to common stock and additional paid in capital based on the book value per unit in the accompanying consolidated balance sheet of Digital Realty Trust, Inc.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***(e) Dividends***

We have declared and paid the following dividends on our common and preferred stock for the years ended December 31, 2019, 2018 and 2017 (in thousands):

| Date dividend declared | Dividend payment date | Series C Preferred Stock | Series F Preferred Stock | Series G Preferred Stock | Series H Preferred Stock | Series I Preferred Stock | Series J Preferred Stock | Series K Preferred Stock | Series L Preferred Stock | Common Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| March 1, 2017 | March 31, 2017 | $ — | $ 3,023 | $ 3,672 | $ 6,730 | $ 3,969 | $ — | $ — | $ — | $ 148,358 (1) |
| May 8, 2017 | June 30, 2017 | — | — (2) | 3,672 | 6,730 | 3,969 | — | — | — | 150,814 (1) |
| August 7, 2017 | September 29, 2017 | — | — | 3,672 | 6,730 | 3,969 | — | — | — | 191,041 (1) |
| November 2, 2017 | December 29, 2017 for Preferred Stock; January 12, 2018 for Common Stock | 3,963 (3) | — | 3,672 | 6,730 | 3,969 | 4,200 (3) | — | — | 191,067 (1) |
| | | $ 3,963 | $ 3,023 | $ 14,688 | $ 26,920 | $ 15,876 | $ 4,200 | $ — | $ — | $ 681,280 |
| March 1, 2018 | March 30, 2018 | $ 3,333 | $ — | $ 3,672 | $ 6,730 | $ 3,969 | $ 2,625 | $ — | $ — | $ 208,015 (4) |
| May 8, 2018 | June 29, 2018 | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 208,071 (4) |
| August 14, 2018 | September 28, 2018 | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 208,166 (4) |
| November 12, 2018 | December 31, 2018 for Preferred Stock; January 15, 2019 for Common Stock | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 208,415 (4) |
| | | $ 13,332 | $ — | $ 14,688 | $ 26,920 | $ 15,876 | $ 10,500 | $ — | $ — | $ 832,667 |
| February 21, 2019 | March 29, 2019 | $ 3,333 | — | $ 3,672 | $ 6,730 | $ 3,969 | $ 2,625 | $ — | $ — | $ 224,802 (5) |
| May 13, 2019 | June 28, 2019 | 3,333 | — | 3,672 | — (6) | 3,969 | 2,625 | 3,686 (7) | — | 224,895 (5) |
| August 13, 2019 | September 30, 2019 | 3,333 | — | 3,672 | — | 3,969 | 2,625 | 3,071 | — | 225,188 (5) |
| November 19, 2019 | December 31, 2019 for Preferred Stock; January 15, 2020 for Common Stock | 3,333 | — | 3,672 | — | 3,969 | 2,625 | 3,071 | 4,036 (8) | 225,488 (5) |
| | | $ 13,332 | $ — | $ 14,688 | $ 6,730 | $ 15,876 | $ 10,500 | $ 9,828 | $ 4,036 | $ 900,373 |
| Annual rate of dividend per share | | $ 1.65625 | $ 1.65625 | $ 1.46875 | $ 1.84375 | $ 1.58750 | $ 1.31250 | $ 1.46250 | $ 1.30000 | |

(1) $3.720 annual rate of dividend per share.
(2) Redeemed on April 5, 2017 for $25.01840 per share, or a redemption price of $25.00 per share, plus accrued and unpaid dividends up to but not including the redemption date of approximately $0.1 million in the aggregate. In connection with the redemption, the previously incurred offering costs of approximately $6.3 million were recorded as a reduction to net income available to common stockholders.
(3) Represents a pro rata dividend from and including the original issue date to and including December 31, 2017.
(4) $4.040 annual rate of dividend per share.
(5) $4.320 annual rate of dividend per share.
(6) Redeemed on April 1, 2019 for $25.00 per share, or a redemption price of $25.00 per share, plus accrued and unpaid dividends up to but not including the redemption date. In connection with the redemption, the previously incurred offering costs of approximately $11.8 million were recorded as a reduction to net income available to common stockholders.
(7) Represents a pro rata dividend from and including the original issue date to and including June 30, 2019.
(8) Represents a pro rata dividend from and including the original issue date to and including December 31, 2019.

Distributions out of Digital Realty Trust, Inc.'s current or accumulated earnings and profits are generally classified as dividends whereas distributions in excess of its current and accumulated earnings and profits, to the extent of a stockholder's U.S. federal income tax basis in Digital Realty Trust, Inc.'s stock, are generally classified as a return of

capital. Distributions in excess of a stockholder's U.S. federal income tax basis in Digital Realty Trust, Inc.'s stock are generally characterized as capital gain. Cash provided by operating activities has generally been sufficient to fund all distributions, however, in the future we may also need to utilize borrowings under the global revolving credit facility to fund all or a portion of distributions.

***(f) Accumulated Other Comprehensive Income (Loss), Net***

The accumulated balances for each item within other comprehensive income (loss), net are as follows (in thousands):

| | Foreign currency translation adjustments | Cash flow hedge adjustments | Foreign currency net investment hedge adjustments | Accumulated other comprehensive income (loss), net |
|---|---|---|---|---|
| **Balance as of December 31, 2017** | $ (147,370) | $ 13,200 | $ 25,738 | $ (108,432) |
| Net current period change | (11,279) | 7,890 | — | (3,389) |
| Reclassification to interest expense from interest rate swaps | — | (3,826) | — | (3,826) |
| **Balance as of December 31, 2018** | $ (158,649) | $ 17,264 | $ 25,738 | $ (115,647) |
| Net current period change | 22,015 | (8,839) | — | 13,176 |
| Reclassification of foreign currency translation adjustment due to deconsolidation of Ascenty | 21,687 | — | — | 21,687 |
| Reclassification to interest expense from interest rate swaps | — | (7,138) | — | (7,138) |
| **Balance as of December 31, 2019** | $ (114,947) | $ 1,287 | $ 25,738 | $ (87,922) |

**14. Capital and Accumulated Other Comprehensive Income (Loss)**

***(a) Allocations of Net Income and Net Losses to Partners***

Except for special allocations to holders of profits interest units described below in Note 15(a) under the heading "Incentive Plan-Long-Term Incentive Units," the Operating Partnership's net income will generally be allocated to Digital Realty Trust, Inc. (the General Partner) to the extent of the accrued preferred return on its preferred units, and then to the General Partner and the Operating Partnership's limited partners in accordance with the respective percentage interests in the common units issued by the Operating Partnership. Net loss will generally be allocated to the General Partner and the Operating Partnership's limited partners in accordance with the respective common percentage interests in the Operating Partnership until the limited partner's capital is reduced to zero and any remaining net loss would be allocated to the General Partner. However, in some cases, losses may be disproportionately allocated to partners who have guaranteed our debt. The allocations described above are subject to special allocations relating to depreciation deductions and to compliance with the provisions of Sections 704(b) and 704(c) of the Code, and the associated Treasury Regulations.

***(b) Forward Equity Sale***

On September 27, 2018, Digital Realty Trust, Inc. completed an underwritten public offering of 9,775,000 shares of its common stock (including 1,275,000 shares from the exercise in full of the underwriters' option to purchase additional shares), all of which were offered in connection with forward sale agreements it entered into with certain financial institutions acting as forward purchasers. The forward purchasers borrowed and sold an aggregate of 9,775,000 shares of

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

Digital Realty Trust, Inc.'s common stock in the public offering. Digital Realty Trust, Inc. did not receive any proceeds from the sale of our common stock by the forward purchasers in the public offering. The Company expects to receive net proceeds of approximately $1.1 billion (net of fees and estimated expenses) upon full physical settlement of the forward sale agreements. On September 17, 2019, Digital Realty Trust, Inc. amended the forward sale agreements to extend the maturity date of such forward sales agreements from September 27, 2019 to September 25, 2020. Upon physical settlement of the forward sale agreements, the Operating Partnership is expected to issue partnership units to Digital Realty Trust, Inc. in exchange for contribution of the net proceeds.

***(c) Redeemable Preferred Units***

| Preferred Units [1] | Date(s) Issued | Initial Date to Redeem [2] | Total Liquidation Value (in thousands) [3] | Annual Distribution Rate [4] | Units Outstanding as of December 31, 2019 | Units Outstanding as of December 31, 2018 | Balance (in thousands, net of issuance costs) as of December 31, 2019 | Balance (in thousands, net of issuance costs) as of December 31, 2018 |
|---|---|---|---|---|---|---|---|---|
| 6.625% Series C Cumulative Redeemable Perpetual Preferred Units | Sep 14, 2017 | May 15, 2021 | $ 201,250 | $ 1.65625 | 8,050,000 | 8,050,000 | $ 219,250 | $ 219,250 |
| 5.875% Series G Cumulative Redeemable Preferred Units | Apr 9, 2013 | Apr 9, 2018 | 250,000 | 1.46875 | 10,000,000 | 10,000,000 | 241,468 | 241,468 |
| 7.375% Series H Cumulative Redeemable Preferred Units | Mar 26, 2014 | Mar 26, 2019 | — | 1.84375 | — | 14,600,000 | — | 353,290 |
| 6.350% Series I Cumulative Redeemable Preferred Units | Aug 24, 2015 | Aug 24, 2020 | 250,000 | 1.58750 | 10,000,000 | 10,000,000 | 242,012 | 242,012 |
| 5.250% Series J Cumulative Redeemable Preferred Units | Aug 7, 2017 | Aug 7, 2022 | 200,000 | 1.31250 | 8,000,000 | 8,000,000 | 193,540 | 193,540 |
| 5.850% Series K Cumulative Redeemable Preferred Units | Mar 13, 2019 | Mar 13, 2024 | 210,000 | 1.46250 | 8,400,000 | — | 203,264 | — |
| 5.200% Series L Cumulative Redeemable Preferred Units | Oct 10, 2019 | Oct 10, 2024 | 345,000 | 1.30000 | 13,800,000 | — | 334,886 | — |
| | | | $ 1,456,250 | | 58,250,000 | 50,650,000 | $ 1,434,420 | $ 1,249,560 |

(1) All series of preferred units do not have a stated maturity date and are not subject to any sinking fund or mandatory redemption provisions. Upon liquidation, dissolution or winding up, each series of preferred units will rank senior to Digital Realty Trust, Inc. common units and on parity with the other series of preferred units.

(2) Except in limited circumstances, reflects earliest date that Digital Realty Trust, Inc. may exercise its option to redeem the corresponding series of preferred stock, at a redemption price of $25.00 per share, plus accrued and unpaid dividends up to but excluding the date of redemption. The Operating Partnership is required to redeem the corresponding series of preferred units in the event that the General Partner redeems a series of preferred stock.

(3) Liquidation preference is $25.00 per unit.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

(4) Distributions on preferred units are cumulative and payable quarterly in arrears.

***(d) Partnership Units***

Limited partners have the right to require the Operating Partnership to redeem part or all of their common units for cash based on the fair market value of an equivalent number of shares of the General Partner's common stock at the time of redemption. Alternatively, the General Partner may elect to acquire those common units in exchange for shares of the General Partner's common stock on a one-for-one basis, subject to adjustment in the event of stock splits, stock dividends, issuance of stock rights, specified extraordinary distributions and similar events. Pursuant to authoritative accounting guidance, the Operating Partnership evaluated whether it controls the actions or events necessary to issue the maximum number of shares that could be required to be delivered under the share settlement of the limited partners' common units and the vested incentive units. Based on the results of this analysis, the Operating Partnership concluded that the common units and incentive units of the Operating Partnership met the criteria to be classified within capital, except for certain common units issued to certain former DFT Operating Partnership unitholders in the DFT Merger which are subject to certain restrictions and are not presented as permanent capital in the consolidated balance sheet.

The redemption value of the limited partners' common units and the vested incentive units was approximately $997.6 million and $1,076.9 million based on the closing market price of Digital Realty Trust, Inc.'s common stock on December 31, 2019 and 2018, respectively.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***(e) Distributions***

All distributions on our units are at the discretion of Digital Realty Trust, Inc.'s Board of Directors. We have declared and paid the following distributions on our common and preferred units for the years ended December 31, 2019, 2018 and 2017 (in thousands):

| Date distribution declared | Distribution payment date | Series C Preferred Units | Series F Preferred Units | Series G Preferred Units | Series H Preferred Units | Series I Preferred Units | Series J Preferred Units | Series K Preferred Units | Series L Preferred Units | Common Units |
|---|---|---|---|---|---|---|---|---|---|---|
| Mar 1, 2017 | March 31, 2017 | $ — | $ 3,023 | $ 3,672 | $ 6,730 | $ 3,969 | $ — | $ — | $ — | $ 150,968 (1) |
| May 8, 2017 | June 30, 2017 | — | — (2) | 3,672 | 6,730 | 3,969 | — | — | — | 153,176 (1) |
| Aug 7, 2017 | September 29, 2017 | — | — | 3,672 | 6,730 | 3,969 | — | — | — | 199,049 (1) |
| Nov 2, 2017 | December 29, 2017 for Preferred Units; January 12, 2018 for Common Units | 3,963 (3) | — | 3,672 | 6,730 | 3,969 | 4,200 (5) | — | — | 199,061 (1) |
| | | $ 3,963 | $ 3,023 | $ 14,688 | $ 26,920 | $ 15,876 | $ 4,200 | $ — | $ — | $ 702,254 |
| Mar 1, 2017 | March 30, 2018 | $ 3,333 | $ — | $ 3,672 | $ 6,730 | $ 3,969 | $ 2,625 | $ — | $ — | $ 216,953 (4) |
| May 8, 2018 | June 29, 2018 | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 216,789 (4) |
| Aug 14, 2018 | September 28, 2018 | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 216,825 (4) |
| Nov 12, 2018 | December 31, 2018 for Preferred Units; January 15, 2019 for Common Units | 3,333 | — | 3,672 | 6,730 | 3,969 | 2,625 | — | — | 216,838 (4) |
| | | $ 13,332 | $ — | $ 14,688 | $ 26,920 | $ 15,876 | $ 10,500 | $ — | $ — | $ 867,405 |
| February 21, 2019 | March 29, 2019 | $ 3,333 | $ — | $ 3,672 | $ 6,730 | $ 3,969 | $ 2,625 | $ — | $ — | $ 235,256 (5) |
| May 13, 2019 | June 28, 2019 | 3,333 | — | 3,672 | — (6) | 3,969 | 2,625 | 3,686 (7) | — | 235,142 (5) |
| August 13, 2019 | September 30, 2019 | 3,333 | — | 3,672 | — | 3,969 | 2,625 | 3,071 | — | 235,164 (5) |
| November 19, 2019 | December 31, 2019 for Preferred Units; January 15, 2020 for Common Units | 3,333 | — | 3,672 | — | 3,969 | 2,625 | 3,071 | 4,036 (8) | 235,154 (5) |
| | | $ 13,332 | $ — | $ 14,688 | $ 6,730 | $ 15,876 | $ 10,500 | $ 9,828 | $ 4,036 | $ 940,716 |
| Annual rate of distribution per unit | | $ 1.65625 | $ 1.65625 | $ 1.46875 | $ 1.84375 | $ 1.58750 | $ 1.31250 | $ 1.46250 | $ 1.30000 | |

(1) $3.720 annual rate of distribution per unit.
(2) Redeemed on April 5, 2017 for $25.01840 per unit, or a redemption price of $25.00 per unit, plus accrued and unpaid distributions up to but not including the redemption date of approximately $0.1 million in the aggregate. In connection with the redemption, the previously incurred offering costs of approximately $6.3 million were recorded as a reduction to net income available to common unitholders.
(3) Represents a pro rata distribution from and including the original issue date to and including December 31, 2017.
(4) $4.040 annual rate of distribution per unit.
(5) $4.320 annual rate of distribution per unit.
(6) Redeemed on April 1, 2019 for $25.00 per unit, or a redemption price of $25.00 per unit, plus accrued and unpaid distributions up to but not including the redemption date. In connection with the redemption, the previously incurred offering costs of approximately $11.8 million were recorded as a reduction to net income available to common unitholders.
(7) Represents a pro rata distribution from and including the original issue date to and including June 30, 2019.
(8) Represents a pro rata distribution from and including the original issue date to and including December 31, 2019.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

***(f) Accumulated Other Comprehensive Income (Loss)***

The accumulated balances for each item within other comprehensive income (loss) are as follows (in thousands):

| | Foreign currency translation adjustments | Cash flow hedge adjustments | Foreign currency net investment hedge adjustments | Accumulated other comprehensive loss |
|---|---|---|---|---|
| **Balance as of December 31, 2017** | $ (151,795) | $ 12,758 | $ 26,152 | $ (112,885) |
| Net current period change | (11,736) | 8,197 | — | (3,539) |
| Reclassification to interest expense from interest rate swaps | — | (3,969) | — | (3,969) |
| **Balance as of December 31, 2018** | $ (163,531) | $ 16,986 | $ 26,152 | $ (120,393) |
| Net current period change | 23,975 | (9,232) | — | 14,743 |
| Reclassification of foreign currency translation adjustment due to deconsolidation of Ascenty | 21,687 | — | — | 21,687 |
| Reclassification to interest expense from interest rate swaps | — | (7,446) | — | (7,446) |
| **Balance as of December 31, 2019** | $ (117,869) | $ 308 | $ 26,152 | $ (91,409) |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

## 15. Incentive Plan

On April 28, 2014, our stockholders approved the Digital Realty Trust, Inc., Digital Services, Inc., and Digital Realty Trust, L.P. 2014 Incentive Award Plan (as amended, the 2014 Incentive Award Plan). The 2014 Incentive Award Plan became effective and replaced the Amended and Restated 2004 Incentive Award Plan, as amended, as of the date of such stockholder approval. The material features of the 2014 Incentive Award Plan are described in our definitive Proxy Statement filed on March 19, 2014 in connection with the 2014 Annual Meeting of Stockholders, which description is incorporated herein by reference. Effective as of September 14, 2017, the 2014 Incentive Award Plan was amended to provide that shares which remained available for issuance under DFT's Amended and Restated 2011 Equity Incentive Plan immediately prior to the closing of the DFT Merger (as adjusted and converted into shares of Digital Realty Trust, Inc.'s common stock) may be used for awards under the 2014 Incentive Award Plan and will not reduce the shares authorized for grant under the 2014 Incentive Award Plan, to the extent that using such shares is permitted without stockholder approval under applicable stock exchange rules. In connection with the amendment to the 2014 Incentive Award Plan, on September 22, 2017, Digital Realty Trust, Inc. registered an additional 3.7 million shares that may be issued pursuant to the 2014 Incentive Award Plan.

As of December 31, 2019, approximately 6.6 million shares of common stock, including awards convertible into or exchangeable for shares of common stock, remained available for future issuance under the 2014 Incentive Award Plan. Each long-term incentive unit and each Class D unit issued under the 2014 Incentive Award Plan counts as one share of common stock for purposes of calculating the limit on shares that may be issued under the 2014 Incentive Award Plan and the individual award limits set forth therein.

Below is a summary of our compensation expense for the years ended December 31, 2019, 2018 and 2017 and our unearned compensation as of December 31, 2019 and December 31, 2018 (in millions):

| | Deferred Compensation | | | | | | Unearned Compensation | | Expected period to recognize unearned compensation (in years) |
|---|---|---|---|---|---|---|---|---|---|
| | Expensed | | | Capitalized | | | | | |
| | Year Ended December 31, | | | Year Ended December 31, | | | As of December 31, | As of December 31, | |
| Type of incentive award | 2019 | 2018 | 2017 | 2019 | 2018 | 2017 | 2019 | 2018 | |
| Long-term incentive units | $ 8.7 | $ 6.8 | $ 3.9 | $ 0.2 | $ 0.2 | $ 1.7 | $ 15.4 | $ 11.5 | 2.2 |
| Market performance-based awards | 13.0 | 12.7 | 9.6 | 0.8 | 0.8 | 2.3 | 28.4 | 24.8 | 2.5 |
| Restricted stock | 11.5 | 6.1 | 4.5 | 2.8 | 4.2 | 3.3 | 29.1 | 23.6 | 2.6 |

The following table sets forth the weighted average fair value of for each type of incentive award at the date of grant for the years ended December 31, 2019, 2018 and 2017:

| | Weighted Average Fair Value at Date of Grant | | |
|---|---|---|---|
| Type of incentive award | 2019 | 2018 | 2017 |
| Long-term incentive units | $ 116.22 | $ 101.86 | $ 109.71 |
| Market performance-based awards | $ 114.97 | $ 119.29 | $ 111.06 |
| Restricted stock | $ 115.25 | $ 100.33 | $ 108.65 |

***(a) Long-Term Incentive Units***

Long-term incentive units, which are also referred to as profits interest units, may be issued to eligible participants for the performance of services to or for the benefit of the Operating Partnership. Long-term incentive units (other than Class D units), whether vested or not, will receive the same quarterly per unit distributions as Operating Partnership common units, which equal the per share distributions on Digital Realty Trust, Inc. common stock. Initially, long-term incentive units do not have full parity with common units with respect to liquidating distributions. If such parity is reached, vested long-term incentive units may be converted into an equal number of common units of the Operating Partnership at any time, and thereafter enjoy all the rights and privileges of common units of the Operating Partnership, including redemption rights.

In order to achieve full parity with common units, long-term incentive units must be fully vested and the holder's capital account balance in respect of such long-term incentive units must be equal to the capital account balance of a holder of an equivalent number of common units. The capital account balance attributable to each common unit is generally expected to be the same, in part because of the amount credited to a partner's capital account upon the partner's contribution of property to the Operating Partnership, and in part because the partnership agreement provides, in most cases, that allocations of income, gain, loss and deduction (which will adjust the partner's capital accounts) are to be made to the common units on a proportionate basis. As a result, with respect to a number of long-term incentive units, it is possible to determine the capital account balance of an equivalent number of common units by multiplying the number of long-term incentive units by the capital account balance with respect to a common unit.

A partner's initial capital account balance is equal to the amount the partner paid (or contributed to the Operating Partnership) for the partner's units and is subject to subsequent adjustments, including with respect to the partner's share of income, gain or loss of the Operating Partnership. Because a holder of long-term incentive units generally will not pay for the long-term incentive units, the initial capital account balance attributable to such long-term incentive units will be zero. However, the Operating Partnership is required to allocate income, gain, loss and deduction to the partner's capital accounts in accordance with the terms of the partnership agreement, subject to applicable Treasury Regulations. The partnership agreement provides that holders of long-term incentive units will receive special allocations of gain in the event of a sale or "hypothetical sale" of assets of the Operating Partnership prior to the allocation of gain to Digital Realty Trust, Inc. or other limited partners with respect to their common units. The amount of any such allocation will, to the extent of any such gain, be equal to the difference between the capital account balance of a holder of long-term incentive units attributable to such units and the capital account balance attributable to an equivalent number of common units. If and when such gain allocation is fully made, a holder of long-term incentive units will have achieved full parity with holders of common units. To the extent that, upon an actual sale or a "hypothetical sale" of the Operating Partnership's assets as described above, there is not sufficient gain to allocate to a holder's capital account with respect to long-term incentive units, or if such sale or "hypothetical sale" does not occur, such units will not achieve parity with common units.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

The term "hypothetical sale" refers to circumstances that are not actual sales of the Operating Partnership's assets but that require certain adjustments to the value of the Operating Partnership's assets and the partners' capital account balances. Specifically, the partnership agreement provides that, from time to time, in accordance with applicable Treasury Regulations, the Operating Partnership will adjust the value of its assets to equal their respective fair market values, and adjust the partners' capital accounts, in accordance with the terms of the partnership agreement, as if the Operating Partnership sold its assets for an amount equal to their value. Such adjustments will generally be made upon the liquidation of the Operating Partnership, the acquisition of an additional interest in the Operating Partnership by a new or existing partner in exchange for more than a de minimis capital contribution, the distribution by the Operating Partnership to a partner of more than a de minimis amount of partnership property as consideration for an interest in the Operating Partnership, the grant of an interest in the Operating Partnership (other than a de minimis interest) as consideration for the performance of services to or for the benefit of the Operating Partnership (including the grant of a long-term incentive unit), and at such other times as may be desirable or required to comply with the Treasury Regulations.

Below is a summary of our long-term incentive unit activity for the year ended December 31, 2019.

| Unvested Long-term Incentive Units | Units | Weighted-Average Grant Date Fair Value |
|---|---|---|
| Unvested, beginning of period | 162,186 | $ 100.59 |
| Granted | 120,368 | 116.22 |
| Vested | (55,039) | 100.33 |
| Cancelled or expired | (19,228) | 97.32 |
| Unvested, end of period | 208,287 | $ 110.00 |

The grant date fair values, which equal the market price of Digital Realty Trust, Inc. common stock on the applicable grant date(s), are being expensed on a straight-line basis for service awards between two and four years, the current vesting periods of the long-term incentive units.

***(b) Market Performance-Based Awards***

During the years ended December 31, 2019, 2018 and 2017, the Compensation Committee of the Board of Directors of Digital Realty Trust, Inc. approved the grant of market performance-based Class D units of the Operating Partnership and market performance-based restricted stock units, or RSUs, covering shares of Digital Realty Trust, Inc.'s common stock (collectively, the "awards"), under the 2014 Incentive Award Plan to officers and employees of the Company.

The awards, which were determined to contain a market condition, utilize total shareholder return, or TSR, over a three-year measurement period as the market performance metric. Awards will vest based on the Company's TSR relative to the MSCI US REIT Index, or RMS, over a three-year market performance period, or the Market Performance Period, commencing in January 2017, January 2018 or January 2019, as applicable (or, if earlier, ending on the date on which a change in control of the Company occurs), subject to continued services. Vesting with respect to the market condition is measured based on the difference between Digital Realty Trust, Inc.'s TSR percentage and the TSR percentage of the RMS, or the RMS Relative Market Performance. In the event that the RMS Relative Market Performance during the applicable Market Performance Period is achieved at the "threshold," "target" or "high" level as set forth below, the awards will become vested as to the market condition with respect to the percentage of Class D units or RSUs, as applicable, set forth below:

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

| Level | RMS Relative Market Performance | Market Performance Vesting Percentage |
|---|---|---|
| Below Threshold Level | ≤ -300 basis points | 0 % |
| Threshold Level | -300 basis points | 25 % |
| Target Level | 100 basis points | 50 % |
| High Level | ≥ 500 basis points | 100 % |

If the RMS Relative Market Performance falls between the levels specified above, the percentage of the award that will vest with respect to the market condition will be determined using straight-line linear interpolation between such levels.

In January 2020, following the completion of the applicable Market Performance Period, the Compensation Committee determined that the RMS Relative Market Performance fell between the target and high level for the 2017 awards and, accordingly, 137,816 Class D units (including 10,971 distribution equivalent units that immediately vested on December 31, 2019) and 29,141 RSUs performance vested, subject to service-based vesting. On February 27, 2020, 50% of the 2017 awards vested and the remaining 50% will vest on February 27, 2021, subject to continued employment through each applicable vesting date.

In January 2019, following the completion of the applicable Market Performance Period, the Compensation Committee determined that the high level had been achieved for the 2016 awards and, accordingly, 339,317 Class D units (including 31,009 distribution equivalent units that immediately vested on December 31, 2018, upon the high level being achieved) and 56,778 RSUs performance vested, subject to service-based vesting. On February 27, 2019, 50% of the 2016 awards vested and the remaining 50% vested on February 27, 2020.

In January 2018, following the completion of the applicable Market Performance Period, the Compensation Committee determined that the high level had been achieved for the 2015 awards and, accordingly, 363,193 Class D units (including 36,246 distribution equivalent units that immediately vested on December 31, 2017, upon the high level being achieved) and 49,707 RSUs performance vested, subject to service-based vesting. On February 27, 2018, 50% of the 2015 awards vested and the remaining 50% vested on February 27, 2019.

Following the completion of the applicable Market Performance Period, the 2018 awards that satisfy the market condition, if any, will vest 50% on February 27, 2021 and 50% on February 27, 2022, subject to continued employment through each applicable vesting date. Following the completion of the Market Performance Period, the 2019 awards that satisfy the market condition, if any, will vest 50% on February 27, 2022 and 50% on February 27, 2023, subject to continued employment through each applicable vesting date.

Service-based vesting will be accelerated, in full or on a pro rata basis, as applicable, in the event of a change in control, termination of employment by the Company without cause, or termination of employment by the award recipient for good reason, death, disability or retirement, in any case, prior to the completion of the applicable Market Performance Period. However, vesting with respect to the market condition will continue to be measured based on RMS Relative Market Performance during the applicable three-year Market Performance Period (or, in the case of a change in control, shortened Market Performance Period).

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

The fair values of the awards were measured using a Monte Carlo simulation to estimate the probability of the market vesting condition being satisfied. The Company's achievement of the market vesting condition is contingent on its TSR over a three-year market performance period, relative to the total shareholder return of the RMS. The Monte Carlo simulation is a probabilistic technique based on the underlying theory of the Black-Scholes formula, which was run for 100,000 trials to determine the fair value of the awards. For each trial, the payoff to an award is calculated at the settlement date and is then discounted to the grant date at a risk-free interest rate. The total expected value of the awards on the grant date was determined by multiplying the average value per award over all trials by the number of awards granted. Assumptions used in the valuations are summarized as follows:

| Award Date | Expected Stock Price Volatility | Risk-Free Interest rate |
|---|---|---|
| January 1, 2017 | 25 % | 1.49 % |
| February 28, 2017 | 23 % | 1.43 % |
| January 1, 2018 | 22 % | 1.98 % |
| March 1, 2018 | 22 % | 2.34 % |
| March 9, 2018 | 22 % | 2.42 % |
| January 1, 2019 | 23 % | 2.44 % |
| February 21, 2019 | 23 % | 2.48 % |

These valuations were performed in a risk-neutral framework, and no assumption was made with respect to an equity risk premium.

As of December 31, 2019, 2,509,963 Class D units and 696,379 market performance-based RSUs had been awarded to our executive officers and other employees. The number of units granted reflects the maximum number of Class D units or market performance-based RSUs, as applicable, which will become vested assuming the achievement of the highest level of RMS Relative Market Performance under the awards and, in the case of the Class D units, also includes distribution equivalent units. The grant date fair value of these awards was approximately $22.3 million, $21.8 million and $19.5 million for the years ended December 31, 2019, 2018 and 2017, respectively. We will recognize compensation expense on a straight-line basis over the expected service period of approximately four years.

***(c) Restricted Stock***

Below is a summary of our restricted stock activity for the year ended December 31, 2019.

| Unvested Restricted Stock | Shares | Weighted-Average Grant Date Fair Value |
|---|---|---|
| Unvested, beginning of period | 299,215 | $ 97.55 |
| Granted (1) | 226,902 | 115.25 |
| Vested | (111,950) | 93.38 |
| Cancelled or expired | (41,375) | 107.52 |
| Unvested, end of period | 372,792 | $ 108.47 |

(1) All restricted stock awards granted in 2019 are subject only to service conditions.

The grant date fair values, which equal the market price of Digital Realty Trust, Inc. common stock on the grant date, are expensed on a straight-line basis for service awards over the vesting period of the restricted stock, which is generally four years.

***(d) 401(k) Plan***

We have a 401(k) plan whereby our employees may contribute a portion of their compensation to their respective retirement accounts, in an amount not to exceed the maximum allowed under the Code. The 401(k) plan complies with Internal Revenue Service requirements as a 401(k) safe harbor plan whereby matching contributions made by us are 100% vested. The aggregate cost of our contributions to the 401(k) plan was approximately $5.2 million, $4.8 million, and $4.6 million for the years ended December 31, 2019, 2018 and 2017, respectively.

**16. Derivative Instruments**

Currently, we use interest rate swaps to manage our interest rate risk. The valuation of these instruments is determined using widely accepted valuation techniques including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves. The fair values of interest rate swaps are determined using the market standard methodology of netting the discounted future fixed cash receipts (or payments) and the discounted expected variable cash payments (or receipts). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves.

To comply with the provisions of fair value accounting guidance, we incorporate credit valuation adjustments to appropriately reflect both our own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, we have considered the impact of netting and any applicable credit enhancements, such as collateral postings, thresholds, mutual puts, and guarantees.

Although we have determined that the majority of the inputs used to value our derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with our derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by us and our counterparties. However, as of December 31, 2019, we have assessed the significance of the impact of the credit valuation adjustments on the overall valuation of our derivative positions and have determined that the credit valuation adjustments are not significant to the overall valuation of our derivatives. As a result, we have determined that our derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy. We do not have any fair value measurements on a recurring basis using significant unobservable inputs (Level 3) as of December 31, 2019 or December 31, 2018.

The Company presents its interest rate derivatives in its consolidated balance sheets on a gross basis as interest rate swap assets (recorded in other assets) and interest rate swap liabilities (recorded in accounts payable and other accrued liabilities). As of December 31, 2019, there was no impact from netting arrangements as the Company did not have any derivatives in liability positions.

***Cash Flow Hedges of Interest Rate Risk***

Our objectives in using interest rate derivatives are to add stability to interest expense and to manage our exposure to interest rate movements related to certain floating rate debt obligations. To accomplish this objective, we primarily use interest rate swaps as part of our interest rate risk management strategy. Interest rate swaps designated as cash flow

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

hedges involve the receipt of variable-rate amounts from a counterparty in exchange for making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount.

We record all our interest rate swaps on the consolidated balance sheets at fair value. In determining the fair value of our interest rate swaps, we consider the credit risk of our counterparties. These counterparties are generally larger financial institutions engaged in providing a variety of financial services. These institutions generally face similar risks regarding adverse changes in market and economic conditions, including, but not limited to, fluctuations in interest rates, exchange rates, equity and commodity prices and credit spreads. The recent and pervasive disruptions in the financial markets have heightened the risks to these institutions.

As of December 31, 2019 and December 31, 2018, we had the following outstanding interest rate derivatives that were designated as cash flow hedges of interest rate risk (in thousands):

| Notional Amount | | | | | | Fair Value at Significant Other Observable Inputs (Level 2) | |
|---|---|---|---|---|---|---|---|
| As of December 31, 2019 | As of December 31, 2018 | Type of Derivative | Strike Rate | Effective Date | Expiration Date | As of December 31, 2019 (3) | As of December 31, 2018 (3) |
| ***Currently-paying contracts*** | | | | | | | |
| $ — | $ 206,000 (1) | Swap | 1.611 | Jun 15, 2017 | Jan 15, 2020 | $ — | $ 1,976 |
| — | 54,905 (1) | Swap | 1.605 | Jun 6, 2017 | Jan 6, 2020 | — | 517 |
| 29,000 (1) | 75,000 (1) | Swap | 1.016 | Apr 6, 2016 | Jan 6, 2021 | 175 | 2,169 |
| 75,000 (1) | 75,000 (1) | Swap | 1.164 | Jan 15, 2016 | Jan 15, 2021 | 345 | 1,970 |
| 300,000 (1) | 300,000 (1) | Swap | 1.435 | Jan 15, 2016 | Jan 15, 2023 | 945 | 11,463 |
| 75,825 (2) | 72,220 (2) | Swap | 0.779 | Jan 15, 2016 | Jan 15, 2021 | 931 | 2,024 |
| $ 479,825 | $ 783,125 | | | | | $ 2,396 | $ 20,119 |

(1) Represents debt which bears interest based on one-month U.S. LIBOR.
(2) Represents debt which bears interest based on one-month CDOR. Translation to U.S. dollars is based on exchange rates of $0.77 to 1.00 CAD as of December 31, 2019 and $0.73 to 1.00 CAD as of December 31, 2018.
(3) Balance recorded in other assets in the consolidated balance sheets if positive and recorded in accounts payable and other accrued liabilities in the consolidated balance sheets if negative.

Amounts reported in accumulated other comprehensive loss related to interest rate swaps will be reclassified to interest expense as interest payments are made on our debt. As of December 31, 2019, we estimate that an additional $1.6 million will be reclassified as a decrease to interest expense during the year ending December 31, 2020, when the hedged forecasted transactions impact earnings.

***Foreign Currency Net Investment Hedges***

During the three months ended June 30, 2016, we entered into a series of forward contracts pursuant to which we agreed to sell an amount of foreign currency for an agreed upon amount of U.S. dollars. These forward contracts were executed to manage foreign currency exposures associated with certain transactions. As of June 30, 2016, the forward contracts did not meet the criteria for hedge accounting under GAAP and had a fair value of approximately $37.8 million. On July 1, 2016, the four forward contracts still in place met the criteria for net investment hedge accounting. During the year ended December 31, 2017, we terminated the four forward contracts with a notional amount of GBP 357.3 million. In connection with the settlement, we received approximately $64.0 million in proceeds and the

related amount of approximately $26.2 million of accumulated other comprehensive income (AOCI) will remain in AOCI until the Company sells or liquidates its GBP-denominated investments, which has not occurred as of December 31, 2019.

**17. Fair Value of Instruments**

We disclose fair value information about all financial instruments, whether or not recognized in the consolidated balance sheets, for which it is practicable to estimate fair value. Current accounting guidance requires the Company to disclose fair value information about all financial instruments, whether or not recognized in the balance sheets, for which it is practicable to estimate fair value.

The Company's disclosures of estimated fair value of financial instruments at December 31, 2019 and December 31, 2018 were determined using available market information and appropriate valuation methods. Considerable judgment is necessary to interpret market data and develop estimated fair value. The use of different market assumptions or estimation methods may have a material effect on the estimated fair value amounts.

The carrying amounts for cash and cash equivalents, restricted cash, accounts and other receivables, accounts payable and other accrued liabilities, accrued dividends and distributions, security deposits and prepaid rents approximate fair value because of the short-term nature of these instruments. As described in Note 16. "Derivative Instruments", the interest rate swaps and foreign currency forward contracts are recorded at fair value.

We calculate the fair value of our mortgage loans, unsecured term loans and unsecured senior notes based on currently available market rates assuming the loans are outstanding through maturity and considering the collateral and other loan terms. In determining the current market rate for fixed rate debt, a market spread is added to the quoted yields on federal government treasury securities with similar maturity dates to our debt. The carrying value of our global revolving credit facilities approximates fair value, due to the variability of interest rates.

As of December 31, 2019 and December 31, 2018, the aggregate estimated fair value and carrying value of our global revolving credit facilities, unsecured term loans, unsecured senior notes and mortgage loans were as follows (in thousands):

| | Categorization under the fair value hierarchy | As of December 31, 2019 | | As of December 31, 2018 | |
|---|---|---|---|---|---|
| | | Estimated Fair Value | Carrying Value | Estimated Fair Value | Carrying Value |
| Global revolving credit facilities [1][4] | Level 2 | $ 245,766 | $ 245,766 | $ 1,663,156 | $ 1,663,156 |
| Unsecured term loans [2][4] | Level 2 | 813,205 | 813,205 | 1,183,121 | 1,183,121 |
| Unsecured senior notes [3][4] | Level 2 | 9,697,166 | 9,025,229 | 7,684,368 | 7,629,679 |
| Secured debt [3][4] | Level 2 | 105,245 | 105,143 | 706,086 | 705,924 |
| | | $ 10,861,382 | $ 10,189,343 | $ 11,236,731 | $ 11,181,880 |

(1) The carrying value of our global revolving credit facility approximates estimated fair value, due to the variability of interest rates and the stability of our credit ratings.
(2) The carrying value of our unsecured term loans approximates estimated fair value, due to the variability of interest rates and the stability of our credit ratings.
(3) Valuations for our unsecured senior notes and secured debt are determined based on the expected future payments discounted at risk-adjusted rates and quoted market prices.
(4) The carrying value excludes unamortized premiums (discounts) and deferred financing costs (see note 9).

**18. Commitments and Contingencies**

***(a) Contingent Liabilities***

On October 29, 2019, Digital Realty Trust, Inc., Digital Intrepid Holding B.V., an indirect subsidiary of Digital Realty Trust, Inc. (the "Buyer"), and InterXion Holding N.V. ("InterXion") entered into a purchase agreement, pursuant to which, subject to the terms and conditions of the purchase agreement, the Buyer commenced an exchange offer to purchase all of the outstanding ordinary shares of InterXion in exchange for shares of common stock of Digital Realty Trust, Inc. The transaction is expected to close in 2020 and is subject to customary closing conditions. Generally, all fees and expenses incurred in connection with the transaction will be paid by the party incurring those fees and expenses. Additionally, upon termination of the purchase agreement in certain circumstances, the purchase agreement provides for the payment of a termination fee to the Company by InterXion of $72.6 million. The purchase agreement also provides for the payment of a termination fee to InterXion by the Company of $254.3 million upon termination of the purchase agreement in certain circumstances.

***(b) Construction Commitments***

Our properties require periodic investments of capital for tenant-related capital expenditures and for general capital improvements and from time to time in the normal course of our business, we enter into various construction contracts with third parties that may obligate us to make payments. At December 31, 2019, we had open commitments, including amounts reimbursable of approximately $25.4 million, related to construction contracts of approximately $472.7 million.

***(c) Legal Proceedings***

Although the Company is involved in legal proceedings arising in the ordinary course of business, as of December 31, 2019, the Company is not currently a party to any legal proceedings nor, to its knowledge, is any legal proceeding threatened against it that it believes would have a material adverse effect on its financial position, results of operations or liquidity.

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

**19. Quarterly Financial Information (Digital Realty Trust, Inc.) (unaudited)**

The tables below reflect selected quarterly information for the years ended December 31, 2019 and 2018. Certain amounts have been reclassified to conform to the current year presentation (in thousands, except per share amounts).

| | Three Months Ended | | | |
|---|---|---|---|---|
| | December 31, 2019 | September 30, 2019 | June 30, 2019 | March 31, 2019 |
| Total operating revenues | $ 787,463 | $ 806,466 | $ 800,797 | $ 814,515 |
| Net income | 349,326 | 67,574 | 61,324 | 120,997 |
| Net income attributable to Digital Realty Trust, Inc. | 336,284 | 66,497 | 60,168 | 116,812 |
| Preferred stock dividends and issuance costs associated with redeemed preferred stock | (20,707) | (16,670) | (28,430) | (20,943) |
| Net income available to common stockholders | 315,577 | 49,827 | 31,738 | 95,869 |
| Basic net income per share available to common stockholders | $ 1.51 | $ 0.24 | $ 0.15 | $ 0.46 |
| Diluted net income per share available to common stockholders | $ 1.50 | $ 0.24 | $ 0.15 | $ 0.46 |

| | Three Months Ended | | | |
|---|---|---|---|---|
| | December 31, 2018 | September 30, 2018 | June 30, 2018 | March 31, 2018 |
| Total operating revenues | $ 778,267 | $ 768,924 | $ 754,919 | $ 744,368 |
| Net income | 52,597 | 90,264 | 88,159 | 110,095 |
| Net income attributable to Digital Realty Trust, Inc. | 51,559 | 87,597 | 85,463 | 106,627 |
| Preferred stock dividends and issuance costs associated with redeemed preferred stock | (20,329) | (20,329) | (20,329) | (20,329) |
| Net income available to common stockholders | 31,230 | 67,268 | 65,134 | 86,298 |
| Basic net income per share available to common stockholders | $ 0.15 | $ 0.33 | $ 0.32 | $ 0.42 |
| Diluted net income per share available to common stockholders | $ 0.15 | $ 0.33 | $ 0.32 | $ 0.42 |

**DIGITAL REALTY TRUST, INC. AND SUBSIDIARIES**
**DIGITAL REALTY TRUST, L.P. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS- (Continued)**
**December 31, 2019 and 2018**

**20. Quarterly Financial Information (Digital Realty Trust, L.P.) (unaudited)**

The tables below reflect selected quarterly information for the years ended December 31, 2019 and 2018. Certain amounts have been reclassified to conform to the current year presentation (in thousands, except per unit amounts).

| | Three Months Ended | | | |
|---|---|---|---|---|
| | December 31, 2019 | September 30, 2019 | June 30, 2019 | March 31, 2019 |
| Total operating revenues | $ 787,463 | $ 806,466 | $ 800,797 | $ 814,515 |
| Net income | 349,326 | 67,574 | 61,324 | 120,997 |
| Net income attributable to Digital Realty Trust, L.P. | 349,384 | 68,797 | 61,568 | 121,112 |
| Preferred unit distributions and issuance costs associated with redeemed preferred units | (20,707) | (16,670) | (28,430) | (20,943) |
| Net income available to common unitholders | 328,677 | 52,127 | 33,138 | 100,169 |
| Basic net income per unit available to common unitholders | $ 1.51 | $ 0.24 | $ 0.15 | $ 0.46 |
| Diluted net income per unit available to common unitholders | $ 1.50 | $ 0.24 | $ 0.15 | $ 0.46 |

| | Three Months Ended | | | |
|---|---|---|---|---|
| | December 31, 2018 | September 30, 2018 | June 30, 2018 | March 31, 2018 |
| Total operating revenues | $ 778,267 | $ 768,924 | $ 754,919 | $ 744,368 |
| Net income | 52,597 | 90,264 | 88,159 | 110,095 |
| Net income attributable to Digital Realty Trust, L.P. | 52,859 | 90,297 | 88,163 | 110,107 |
| Preferred unit distributions and issuance costs associated with redeemed preferred units | (20,329) | (20,329) | (20,329) | (20,329) |
| Net income available to common unitholders | 32,530 | 69,968 | 67,834 | 89,778 |
| Basic net income per unit available to common unitholders | $ 0.15 | $ 0.33 | $ 0.32 | $ 0.42 |
| Diluted net income per unit available to common unitholders | $ 0.15 | $ 0.33 | $ 0.32 | $ 0.42 |

**21. Subsequent Events**

On January 17, 2020, Digital Dutch Finco B.V., a wholly owned indirect finance subsidiary of the Operating Partnership, issued and sold €300.0 million aggregate principal amount of 0.125% Guaranteed Notes due 2022 (the "2022 Notes"), €650.0 million aggregate principal amount of 0.625% Guaranteed Notes due 2025 (the "2025 Notes") and €750.0 million aggregate principal amount of 1.500% Guaranteed Notes due 2030 (the "2030 Notes" and, together with the 2022 Notes and 2025 Notes, the "Euro Notes"). The Euro Notes are senior unsecured obligations of Digital Dutch Finco B.V. and are fully and unconditionally guaranteed by Digital Realty Trust, Inc. and the Operating Partnership. Net proceeds from the offering were approximately €1,678.6 million (approximately $1,861.9 million based on the exchange rate on January 17, 2020) after deducting managers' discounts and estimated offering expenses.

On February 25, 2020, we closed on the acquisition of a 49% ownership interest in the Westin Building Exchange in Seattle for a purchase price of approximately $305 million plus closing costs. The acquisition of the interest held by seller increases our ownership interest to 99% of the property.

**DIGITAL REALTY TRUST, INC.**
**DIGITAL REALTY TRUST, L.P.**
**SCHEDULE III**
**PROPERTIES AND ACCUMULATED DEPRECIATION**
**December 31, 2019**
**(In thousands)**

| | | | Initial costs | | | Costs capitalized subsequent to acquisition | | Total costs | | | | Accumulated depreciation and amortization | Date of acquisition or construction | Acquisition (A) or construction (C) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Metropolitan Area | Encumbrances | Land | Acquired ground lease | Buildings and improvements | Improvements | Carrying costs | Land | Acquired ground lease | Buildings and improvements | Total | | | |
| **PROPERTIES:** | | | | | | | | | | | | | | |
| 36 NE 2nd Street | Miami | — | 1,942 | — | 24,184 | 28,557 | — | 1,943 | — | 52,740 | 54,683 | (20,112) | 2002 | (A) |
| 2323 Bryan Street | Dallas | — | 1,838 | — | 77,604 | 51,961 | — | 1,672 | — | 129,731 | 131,403 | (77,314) | 2002 | (A) |
| 300 Boulevard East | New York | — | 5,140 | — | 48,526 | 56,701 | — | 5,140 | — | 105,227 | 110,367 | (70,773) | 2002 | (A) |
| 2334 Lundy Place | Silicon Valley | — | 3,607 | — | 23,008 | 63 | — | 3,607 | — | 23,071 | 26,678 | (11,349) | 2002 | (A) |
| 2440 Marsh Lane | Dallas | — | 1,477 | — | 10,330 | 74,858 | — | 1,486 | — | 85,179 | 86,665 | (70,641) | 2003 | (A) |
| 4849 Alpha Road | Dallas | — | 2,983 | — | 10,650 | 44,117 | — | 2,983 | — | 54,767 | 57,750 | (37,360) | 2004 | (A) |
| 600 West Seventh Street | Los Angeles | — | 18,478 | — | 50,824 | 78,054 | — | 18,537 | — | 128,819 | 147,356 | (73,549) | 2004 | (A) |
| 2045 & 2055 LaFayette Street | Silicon Valley | — | 6,065 | — | 43,817 | 45 | — | 6,065 | — | 43,862 | 49,927 | (20,264) | 2004 | (A) |
| 11830 Webb Chapel Road | Dallas | — | 5,881 | — | 34,473 | 2,534 | — | 5,881 | — | 37,007 | 42,888 | (18,292) | 2004 | (A) |
| 150 South First Street | Silicon Valley | — | 2,068 | — | 29,214 | 1,499 | — | 2,068 | — | 30,713 | 32,781 | (14,486) | 2004 | (A) |
| 200 Paul Avenue | San Francisco | — | 14,427 | — | 75,777 | 122,607 | — | 13,162 | — | 199,649 | 212,811 | (95,975) | 2004 | (A) |
| 1100 Space Park Drive | Silicon Valley | — | 5,130 | — | 18,206 | 43,521 | — | 5,130 | — | 61,727 | 66,857 | (36,889) | 2004 | (A) |
| 3015 Winona Avenue | Los Angeles | — | 6,534 | — | 8,356 | 6 | — | 6,534 | — | 8,362 | 14,896 | (4,007) | 2004 | (A) |
| 350 East Cermak Road | Chicago | — | 8,466 | — | 103,232 | 248,477 | — | 8,620 | — | 351,555 | 360,175 | (238,555) | 2005 | (A) |
| 2401 Walsh Street | Silicon Valley | — | 5,775 | — | 19,267 | 115 | — | 5,775 | — | 19,382 | 25,157 | (9,323) | 2005 | (A) |
| 2403 Walsh Street | Silicon Valley | — | 5,514 | — | 11,695 | 124 | — | 5,514 | — | 11,819 | 17,333 | (5,944) | 2005 | (A) |
| 200 North Nash Street | Los Angeles | — | 4,562 | — | 12,503 | 344 | — | 4,562 | — | 12,847 | 17,409 | (7,010) | 2005 | (A) |
| 731 East Trade Street | Charlotte | 1,089 (1) | 1,748 | — | 5,727 | 267 | — | 1,748 | — | 5,994 | 7,742 | (2,782) | 2005 | (A) |
| 113 North Myers | Charlotte | — | 1,098 | — | 3,127 | 5,007 | — | 1,098 | — | 8,134 | 9,232 | (2,942) | 2005 | (A) |
| 125 North Myers | Charlotte | — | 1,271 | — | 3,738 | 6,378 | — | 1,271 | — | 10,116 | 11,387 | (7,820) | 2005 | (A) |
| Paul van Vlissingenstraat 16 | Amsterdam | — | — | — | 15,255 | 26,000 | — | — | — | 41,255 | 41,255 | (22,108) | 2005 | (A) |
| 600-780 S. Federal | Chicago | — | 7,849 | — | 27,881 | 44,112 | — | 7,304 | — | 72,538 | 79,842 | (20,834) | 2005 | (A) |
| Chemin de l'Epinglier 2 | Geneva | — | — | — | 20,071 | (990) | — | — | — | 19,081 | 19,081 | (8,548) | 2005 | (A) |
| 7500 Metro Center Drive | Austin | — | 1,177 | — | 4,877 | 71,399 | — | 1,177 | — | 76,276 | 77,453 | (16,572) | 2005 | (A) |
| 3 Corporate Place | New York | — | 1,543 | — | 12,678 | 92,737 | — | 1,543 | — | 105,415 | 106,958 | (87,175) | 2005 | (A) |
| 1115 Centennial Avenue | New York | — | 581 | — | — | 58,202 | — | 581 | — | 58,202 | 58,783 | (2,518) | 2005 | (C) |
| 4025 Midway Road | Dallas | — | 2,196 | — | 14,037 | 30,398 | — | 2,017 | — | 44,614 | 46,631 | (32,501) | 2006 | (A) |
| Clonshaugh Industrial Estate | Dublin | — | — | 1,444 | 5,569 | 1,493 | — | — | 93 | 8,413 | 8,506 | (5,526) | 2006 | (A) |
| Digital Houston | Houston | — | 6,965 | — | 23,492 | 148,349 | — | 6,594 | — | 172,212 | 178,806 | (80,689) | 2006 | (A) |
| 120 E Van Buren | Phoenix | — | 4,524 | — | 157,822 | 121,422 | — | 4,524 | — | 279,244 | 283,768 | (148,484) | 2006 | (A) |

**DIGITAL REALTY TRUST, INC.**
**DIGITAL REALTY TRUST, L.P.**
**SCHEDULE III**
**PROPERTIES AND ACCUMULATED DEPRECIATION- (Continued)**
**December 31, 2019**
**(In thousands)**

| | | | Initial costs | | | Costs capitalized subsequent to acquisition | | Total costs | | | | Accumulated depreciation and amortization | Date of acquisition or construction | Acquisition (A) or construction (C) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Metropolitan Area | Encumbrances | Land | Acquired ground lease | Buildings and improvements | Improvements | Carrying costs | Land | Acquired ground lease | Buildings and improvements | Total | | | |
| **PROPERTIES:** | | | | | | | | | | | | | | |
| Gyroscoopweg 2E-2F | Amsterdam | — | — | — | 13,450 | (1,643) | — | — | — | 11,807 | 11,807 | (5,260) | 2006 | (A) |
| Clonshaugh Industrial Estate II | Dublin | — | — | — | — | 77,840 | — | — | — | 77,840 | 77,840 | (50,061) | 2006 | (C) |
| 600 Winter Street | Boston | — | 1,429 | — | 6,228 | 456 | — | 1,429 | — | 6,684 | 8,113 | (2,757) | 2006 | (A) |
| 2300 NW 89th Place | Miami | — | 1,022 | — | 3,767 | 19 | — | 1,022 | — | 3,786 | 4,808 | (1,800) | 2006 | (A) |
| Unit 9, Blanchardstown Corporate Park | Dublin | — | 1,927 | — | 40,024 | 23,867 | — | 1,623 | — | 64,195 | 65,818 | (28,897) | 2006 | (A) |
| 111 8th Avenue | New York | — | — | — | 17,688 | 29,149 | — | — | — | 46,837 | 46,837 | (33,612) | 2006 | (A) |
| 8100 Boone Boulevard | N. Virginia | — | — | — | 158 | 2,034 | — | — | — | 2,192 | 2,192 | (2,192) | 2006 | (A) |
| 3011 Lafayette Street | Silicon Valley | — | 3,354 | — | 10,305 | 53,352 | — | 3,354 | — | 63,657 | 67,011 | (52,456) | 2007 | (A) |
| 44470 Chilum Place | N. Virginia | — | 3,531 | — | 37,360 | 1 | — | 3,531 | — | 37,361 | 40,892 | (13,154) | 2007 | (A) |
| 43881 Devin Shafron Drive | N. Virginia | — | 4,653 | — | 23,631 | 97,322 | — | 4,653 | — | 120,953 | 125,606 | (98,771) | 2007 | (A) |
| 43831 Devin Shafron Drive | N. Virginia | — | 3,027 | — | 16,247 | 1,441 | — | 3,027 | — | 17,688 | 20,715 | (7,156) | 2007 | (A) |
| 43791 Devin Shafron Drive | N. Virginia | — | 3,490 | — | 17,444 | 78,515 | — | 3,490 | — | 95,959 | 99,449 | (66,593) | 2007 | (A) |
| Mundells Roundabout | London | — | 31,354 | — | — | 44,158 | — | 21,131 | — | 54,381 | 75,512 | (15,485) | 2007 | (C) |
| 1500 Space Park Drive | Silicon Valley | — | 6,732 | — | 6,325 | 46,593 | — | 4,106 | — | 55,544 | 59,650 | (53,696) | 2007 | (A) |
| Cressex 1 | London | — | 3,629 | — | 9,036 | 21,335 | — | 2,548 | — | 31,452 | 34,000 | (22,054) | 2007 | (A) |
| Naritaweg 52 | Amsterdam | — | — | 1,192 | 23,441 | (5,561) | — | — | 917 | 18,155 | 19,072 | (6,396) | 2007 | (A) |
| 1 St. Anne's Boulevard | London | — | 1,490 | — | 1,045 | (736) | — | 1,014 | — | 785 | 1,799 | (238) | 2007 | (A) |
| 2 St. Anne's Boulevard | London | — | 922 | — | 695 | 34,379 | — | 676 | — | 35,320 | 35,996 | (7,647) | 2007 | (A) |
| 3 St. Anne's Boulevard | London | — | 22,079 | — | 16,351 | 81,570 | — | 14,901 | — | 105,099 | 120,000 | (70,353) | 2007 | (A) |
| 365 South Randolphville Road | New York | — | 3,019 | — | 17,404 | 296,533 | — | 2,853 | — | 314,103 | 316,956 | (155,008) | 2008 | (A) |
| 701 & 717 Leonard Street | Dallas | — | 2,165 | — | 9,934 | 969 | — | 2,165 | — | 10,903 | 13,068 | (3,608) | 2008 | (A) |
| Manchester Technopark | Manchester | — | — | — | 23,918 | (7,539) | — | — | — | 16,379 | 16,379 | (5,427) | 2008 | (A) |
| 1201 Comstock Street | Silicon Valley | — | 2,093 | — | 1,606 | 27,687 | — | 3,398 | — | 27,988 | 31,386 | (20,843) | 2008 | (A) |
| 1550 Space Park Drive | Silicon Valley | — | — | — | — | — | — | — | — | — | — | — | 2008 | (A) |
| 1525 Comstock Street | Silicon Valley | — | 2,293 | — | 16,216 | 32,286 | — | 2,061 | — | 48,734 | 50,795 | (36,862) | 2008 | (C) |
| 43830 Devin Shafron Drive | N. Virginia | — | 5,509 | — | — | 74,322 | — | 4,928 | — | 74,903 | 79,831 | (50,129) | 2009 | (C) |
| 1232 Alma Road | Dallas | — | 2,267 | — | 3,740 | 66,014 | — | 2,266 | — | 69,755 | 72,021 | (49,754) | 2009 | (A) |
| 900 Quality Way | Dallas | — | 1,446 | — | 1,659 | 69,987 | — | 1,437 | — | 71,655 | 73,092 | (25,389) | 2009 | (A) |
| 1210 Integrity Drive | Dallas | — | 2,041 | — | 3,389 | 187,448 | — | 3,204 | — | 189,674 | 192,878 | (13,445) | 2009 | (A) |
| 907 Security Row | Dallas | — | 333 | — | 344 | 97,851 | — | 2,112 | — | 96,416 | 98,528 | (12,469) | 2009 | (A) |
| 908 Quality Way | Dallas | — | 6,730 | — | 4,493 | 13,954 | — | 2,067 | — | 23,110 | 25,177 | (18,696) | 2009 | (A) |
| 904 Quality Way | Dallas | — | 760 | — | 744 | 6,812 | — | 1,151 | — | 7,165 | 8,316 | (1,382) | 2009 | (A) |
| 1215 Integrity Drive | Dallas | — | — | — | — | 69,926 | — | 995 | — | 68,931 | 69,926 | (23,033) | 2009 | (C) |
| 1350 Duane & 3080 Raymond | Silicon Valley | — | 7,081 | — | 69,817 | 354 | — | 7,081 | — | 70,171 | 77,252 | (18,445) | 2009 | (A) |

**DIGITAL REALTY TRUST, INC.**
**DIGITAL REALTY TRUST, L.P.**
**SCHEDULE III**
**PROPERTIES AND ACCUMULATED DEPRECIATION- (Continued)**
**December 31, 2019**
**(In thousands)**

| | | | Initial costs | | | Costs capitalized subsequent to acquisition | | Total costs | | | | Accumulated depreciation and amortization | Date of acquisition or construction | Acquisition (A) or construction (C) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Metropolitan Area | Encumbrances | Land | Acquired ground lease | Buildings and improvements | Improvements | Carrying costs | Land | Acquired ground lease | Buildings and improvements | Total | | | |
| **PROPERTIES:** | | | | | | | | | | | | | | |
| 60 & 80 Merritt | New York | — | 3,418 | — | 71,477 | 94,485 | — | 3,148 | — | 166,232 | 169,380 | (49,071) | 2010 | (A) |
| 55 Middlesex | Boston | — | 9,975 | — | 68,363 | 14,499 | — | 9,975 | — | 82,862 | 92,837 | (29,930) | 2010 | (A) |
| 128 First Avenue | Boston | — | 5,465 | — | 185,348 | 39,134 | — | 5,465 | — | 224,482 | 229,947 | (80,988) | 2010 | (A) |
| Cateringweg 5 | Amsterdam | — | — | 3,518 | 3,517 | 37,814 | — | — | 3,223 | 41,626 | 44,849 | (9,429) | 2010 | (A) |
| 1725 Comstock Street | Silicon Valley | — | 3,274 | — | 6,567 | 39,308 | — | 3,274 | — | 45,875 | 49,149 | (29,302) | 2010 | (A) |
| 3105 Alfred Street | Silicon Valley | — | 6,533 | — | 3,725 | 123,691 | — | 6,533 | — | 127,416 | 133,949 | (38,853) | 2010 | (A) |
| 365 Main Street | San Francisco | — | 22,854 | — | 158,709 | 35,001 | — | 22,854 | — | 193,710 | 216,564 | (60,449) | 2010 | (A) |
| 720 2nd Street | San Francisco | — | 3,884 | — | 116,861 | 13,601 | — | 3,884 | — | 130,462 | 134,346 | (36,724) | 2010 | (A) |
| 2260 East El Segundo | Los Angeles | — | 11,053 | — | 51,397 | 17,433 | — | 11,053 | — | 68,830 | 79,883 | (23,640) | 2010 | (A) |
| 2121 South Price Road | Phoenix | — | 7,335 | — | 238,452 | 215,183 | — | 4,835 | — | 456,135 | 460,970 | (147,927) | 2010 | (A) |
| 4030 Lafayette | N. Virginia | — | 2,492 | — | 16,912 | 12,780 | — | 2,492 | — | 29,692 | 32,184 | (9,100) | 2010 | (A) |
| 4040 Lafayette | N. Virginia | — | 1,246 | — | 4,267 | 24,887 | — | 1,246 | — | 29,154 | 30,400 | (5,804) | 2010 | (A) |
| 4050 Lafayette | N. Virginia | — | 1,246 | — | 4,371 | 36,244 | — | 1,246 | — | 40,615 | 41,861 | (26,913) | 2010 | (A) |
| 2805 Lafayette Street | Silicon Valley | — | 8,976 | — | 18,155 | 131,011 | — | 8,294 | — | 149,848 | 158,142 | (38,954) | 2010 | (A) |
| 29A International Business Park | Singapore | — | — | — | 137,545 | 223,342 | — | — | — | 360,887 | 360,887 | (152,206) | 2010 | (A) |
| 43940 Digital Loudoun Plaza | N. Virginia | — | 6,229 | — | — | 285,614 | — | 7,524 | — | 284,319 | 291,843 | (90,924) | 2011 | (C) |
| 44060 Digital Loudoun Plaza | N. Virginia | — | 3,700 | — | — | 187,004 | — | 3,441 | — | 187,263 | 190,704 | (31,598) | 2011 | (C) |
| 44100 Digital Loudoun Plaza | N. Virginia | — | 3,700 | — | — | 141,840 | — | 3,493 | — | 142,047 | 145,540 | (17,596) | 2011 | (C) |
| 43780 Digital Loudoun Plaza | N. Virginia | — | 3,671 | — | — | 123,368 | — | 4,186 | — | 122,853 | 127,039 | (12,532) | 2011 | (C) |
| 1-11 Templar Road | Sydney | — | 6,937 | — | — | 62,836 | — | 4,349 | — | 65,424 | 69,773 | (19,316) | 2011 | (C) |
| 13-23 Templar Road | Sydney | — | 4,236 | — | — | 52,379 | — | 2,501 | — | 54,114 | 56,615 | (1,034) | 2011 | (C) |
| Fountain Court | London | — | 7,544 | — | 12,506 | 100,446 | — | 6,569 | — | 113,927 | 120,496 | (30,892) | 2011 | (A) |
| 72 Radnor Drive | Melbourne | — | 2,568 | — | — | 66,029 | — | 1,737 | — | 66,860 | 68,597 | (12,370) | 2011 | (C) |
| 98 Radnor Drive | Melbourne | — | 1,899 | — | — | 36,140 | — | 1,339 | — | 36,700 | 38,039 | (17,738) | 2011 | (C) |
| 105 Cabot Street | Boston | — | 2,386 | — | — | 35,876 | — | 1,161 | — | 37,101 | 38,262 | (11,061) | 2011 | (C) |

**DIGITAL REALTY TRUST, INC.**
**DIGITAL REALTY TRUST, L.P.**
**SCHEDULE III**
**PROPERTIES AND ACCUMULATED DEPRECIATION- (Continued)**
**December 31, 2019**
**(In thousands)**

| | | | Initial costs | | | Costs capitalized subsequent to acquisition | | Total costs | | | | Accumulated depreciation and amortization | Date of acquisition or construction | Acquisition (A) or construction (C) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Metropolitan Area | Encumbrances | Land | Acquired ground lease | Buildings and improvements | Improvements | Carrying costs | Land | Acquired ground lease | Buildings and improvements | Total | | | |
| **PROPERTIES:** | | | | | | | | | | | | | | |
| 3825 NW Aloclek Place | Portland | — | 1,689 | — | — | 58,230 | — | 1,689 | — | 58,230 | 59,919 | (24,836) | 2011 | (C) |
| Profile Park | Dublin | — | 6,288 | — | — | 56,087 | — | 2,050 | — | 60,325 | 62,375 | (6,256) | 2011 | (C) |
| 760 Doug Davis Drive | Atlanta | — | 4,837 | — | 53,551 | 3,373 | — | 4,837 | — | 56,924 | 61,761 | (15,131) | 2011 | (A) |
| 2501 S. State Hwy 121 | Dallas | — | 23,137 | — | 93,943 | 11,954 | — | 16,242 | — | 112,792 | 129,034 | (35,468) | 2012 | (A) |
| 9333 Grand Avenue | Chicago | — | 5,686 | — | 14,515 | 75,076 | — | 1,205 | — | 94,072 | 95,277 | (40,321) | 2012 | (A) |
| 9355 Grand Avenue | Chicago | — | — | — | — | 228,171 | — | 2,518 | — | 225,653 | 228,171 | (30,014) | 2012 | (A) |
| 9377 Grand Avenue | Chicago | — | — | — | — | 133,910 | — | 2,799 | — | 131,111 | 133,910 | (6,039) | 2012 | (A) |
| 850 E Collins | Dallas | — | 1,614 | — | — | 86,565 | — | 1,614 | — | 86,565 | 88,179 | (23,682) | 2012 | (C) |
| 950 E Collins | Dallas | — | 1,546 | — | — | 75,695 | — | 1,546 | — | 75,695 | 77,241 | (15,163) | 2012 | (C) |
| 400 S. Akard | Dallas | — | 10,075 | — | 62,730 | 2,943 | — | 10,075 | — | 65,673 | 75,748 | (13,571) | 2012 | (A) |
| 410 Commerce Boulevard | New York | — | — | — | — | 30,260 | — | — | — | 30,260 | 30,260 | (15,310) | 2012 | (C) |
| Croydon | London | — | 1,683 | — | 104,728 | 47,591 | — | 2,367 | — | 151,635 | 154,002 | (31,430) | 2012 | (A) |
| Watford | London | — | — | 7,355 | 219,273 | 5,018 | — | — | 6,492 | 225,154 | 231,646 | (48,278) | 2012 | (A) |
| Unit 21 Goldsworth Park | London | — | 17,334 | — | 928,129 | (121,080) | — | 13,237 | — | 811,146 | 824,383 | (182,102) | 2012 | (A) |
| 23 Waterloo Road | Sydney | — | 7,112 | — | 3,868 | (3,564) | — | 4,804 | — | 2,612 | 7,416 | (500) | 2012 | (A) |
| 1 Rue Jean-Pierre | Paris | — | 9,621 | — | 35,825 | (6,820) | — | 8,177 | — | 30,449 | 38,626 | (7,732) | 2012 | (A) |
| Liet-dit le Christ de Saclay | Paris | — | 3,402 | — | 3,090 | (975) | — | 2,891 | — | 2,626 | 5,517 | (861) | 2012 | (A) |
| 127 Rue de Paris | Paris | — | 8,637 | — | 10,838 | (2,923) | — | 7,341 | — | 9,211 | 16,552 | (2,910) | 2012 | (A) |
| 1900 S. Price Road | Phoenix | — | 5,380 | — | 16,975 | (11,394) | — | 2,423 | — | 8,538 | 10,961 | (2,412) | 2013 | (A) |
| 371 Gough Road | Toronto | — | 7,394 | — | 677 | 93,801 | — | 5,838 | — | 96,034 | 101,872 | (13,452) | 2013 | (A) |
| 1500 Towerview Road | Minneapolis | — | 10,190 | — | 20,054 | 3,191 | — | 10,190 | — | 23,245 | 33,435 | (5,566) | 2013 | (A) |
| Principal Park | London | — | 11,837 | — | — | 76,060 | — | 7,097 | — | 80,800 | 87,897 | (13,080) | 2013 | (C) |
| Liverpoolweg 10 | Amsterdam | — | 733 | — | 3,122 | 9,429 | — | 630 | — | 12,654 | 13,284 | (3,020) | 2013 | (A) |
| DePresident | Amsterdam | — | 6,737 | — | — | 116,399 | — | 6,996 | — | 116,140 | 123,136 | (5,534) | 2013 | (C) |
| Crawley 2 | London | — | 24,305 | — | — | 33,139 | — | 4,252 | — | 53,192 | 57,444 | (2,048) | 2014 | (C) |
| 3 Loyang Way | Singapore | — | — | — | — | 180,615 | — | — | — | 180,615 | 180,615 | (11,645) | 2015 | (A) |
| Digital Loudoun III | N. Virginia | — | 43,000 | — | — | 800,087 | — | 47,399 | — | 795,688 | 843,087 | (37,172) | 2015 | (C) |
| Digital Frankfurt | Frankfurt | — | 5,543 | — | — | 137,399 | — | 4,111 | — | 138,831 | 142,942 | (3,706) | 2015 | (C) |

**DIGITAL REALTY TRUST, INC.**
**DIGITAL REALTY TRUST, L.P.**
**SCHEDULE III**
**PROPERTIES AND ACCUMULATED DEPRECIATION- (Continued)**
**December 31, 2019**
**(In thousands)**

| | Metropolitan Area | | Encumbrances | Initial costs | | | Costs capitalized subsequent to acquisition | | Total costs | | | | Accumulated depreciation and amortization | Date of acquisition or construction | Acquisition (A) or construction (C) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Land | Acquired ground lease | Buildings and improvements | Improvements | Carrying costs | Land | Acquired ground lease | Buildings and improvements | Total | | | |
| 56 Marietta Street | Atlanta | (2) | — | 1,700 | — | 211,397 | 28,272 | — | 1,715 | — | 239,654 | 241,369 | (42,690) | 2015 | (A) |
| 2 Peekay Drive | New York | (2) | — | — | — | 115,439 | (16,103) | — | — | — | 99,336 | 99,336 | (23,282) | 2015 | (A) |
| 100 Delawanna Avenue | New York | (2) | — | 3,600 | — | 85,438 | 11,712 | — | 3,600 | — | 97,150 | 100,750 | (14,734) | 2015 | (A) |
| 60 Hudson Street | New York | (2) | — | — | — | 32,280 | 18,735 | — | — | — | 51,015 | 51,015 | (17,575) | 2015 | (A) |
| 32 Avenue of the Americas | New York | (2) | — | — | — | 30,980 | 4,362 | — | — | — | 35,342 | 35,342 | (12,081) | 2015 | (A) |
| 3433 S 120th Place | Seattle | (2) | — | — | — | 11,688 | (1,312) | (5,351) | — | — | 5,025 | 5,025 | (5,024) | 2015 | (A) |
| 8435 Stemmons Freeway | Dallas | (2) | — | — | — | 5,023 | 2,725 | — | — | — | 7,748 | 7,748 | (2,818) | 2015 | (A) |
| 2625 Walsh Avenue | Silicon Valley | (2) | — | — | — | 4,276 | 9,051 | — | — | — | 13,327 | 13,327 | (4,017) | 2015 | (A) |
| 111 8th Avenue - Telx | New York | (2) | — | — | — | 42,454 | 18,899 | — | — | — | 61,353 | 61,353 | (23,063) | 2015 | (A) |
| 350 East Cermak Road - Telx | Chicago | (2) | — | — | — | 13,933 | 11,031 | — | — | — | 24,964 | 24,964 | (8,114) | 2015 | (A) |
| 200 Paul Avenue - Telx | San Francisco | (2) | — | — | — | 6,719 | 4,632 | — | — | — | 11,351 | 11,351 | (3,864) | 2015 | (A) |
| 2323 Bryan Street - Telx | Dallas | (2) | — | — | — | 5,191 | 5,621 | — | — | — | 10,812 | 10,812 | (3,728) | 2015 | (A) |
| 600 W. 7th Street - Telx | Los Angeles | (2) | — | — | — | 3,689 | 8,050 | — | — | — | 11,739 | 11,739 | (3,018) | 2015 | (A) |
| 3825 NW Aloclek Place - Telx | Portland | (2) | — | — | — | 3,131 | 1,347 | — | — | — | 4,478 | 4,478 | (1,857) | 2015 | (A) |
| 120 E. Van Buren Street - Telx | Phoenix | (2) | — | — | — | 2,848 | 3,451 | — | — | — | 6,299 | 6,299 | (1,910) | 2015 | (A) |
| 36 NE 2nd Street - Telx | Miami | (2) | — | — | — | 1,842 | 4,374 | — | — | — | 6,216 | 6,216 | (1,929) | 2015 | (A) |
| 600-780 S. Federal Street - Telx | Chicago | (2) | — | — | — | 1,815 | 4,577 | — | — | — | 6,392 | 6,392 | (1,588) | 2015 | (A) |
| 113 N. Myers Street - Telx | Charlotte | (2) | — | — | — | 476 | 1,142 | — | — | — | 1,618 | 1,618 | (482) | 2015 | (A) |
| 1100 Space Park Drive - Telx | Silicon Valley | (2) | — | — | — | 352 | 2,265 | — | — | — | 2,617 | 2,617 | (484) | 2015 | (A) |
| 300 Boulevard East - Telx | New York | (2) | — | — | — | 197 | 168 | — | — | — | 365 | 365 | (186) | 2015 | (A) |
| Science Park | Amsterdam | (3) | — | 665 | — | 75,095 | 13,037 | — | — | — | 88,797 | 88,797 | (8,152) | 2016 | (A) |
| Sovereign House | London | (3) | — | 7,943 | — | 75,184 | 58,238 | — | — | — | 141,365 | 141,365 | (20,816) | 2016 | (A) |
| Amstel Business Park | Amsterdam | (3) | — | 2,991 | — | 58,138 | 12,448 | — | 3,028 | — | 70,549 | 73,577 | (20,491) | 2016 | (A) |
| Olivers Yard | London | (3) | — | 7,943 | — | 34,744 | 2,357 | — | — | — | 45,044 | 45,044 | (13,783) | 2016 | (A) |
| Bonnington House | London | (3) | — | — | — | 14,127 | 64,055 | — | — | — | 78,182 | 78,182 | (1,405) | 2016 | (A) |
| West Drayton | London | (3) | — | — | — | 10,135 | 3,519 | — | — | — | 13,654 | 13,654 | (7,281) | 2016 | (A) |
| Lyonerstrasse | Frankfurt | (3) | — | — | — | 8,407 | 6,393 | — | — | — | 14,800 | 14,800 | (5,137) | 2016 | (A) |
| Meridian Gate | London | (3) | — | — | — | 5,893 | 1,621 | — | — | — | 7,514 | 7,514 | (3,829) | 2016 | (A) |
| 2425-2553 Edgington Street | Chicago | | — | 11,950 | — | 1,615 | 64 | — | 11,959 | — | 1,670 | 13,629 | (160) | 2017 | (C) |
| 44520 Hastings Drive | N. Virginia | (4) | 104,000 | 6,140 | — | 108,105 | 1,581 | — | 6,140 | — | 109,686 | 115,826 | (14,806) | 2017 | (A) |

**DIGITAL REALTY TRUST, INC.**
**DIGITAL REALTY TRUST, L.P.**
**SCHEDULE III**
**PROPERTIES AND ACCUMULATED DEPRECIATION- (Continued)**
**December 31, 2019**
**(In thousands)**

| | | | Initial costs | | | Costs capitalized subsequent to acquisition | | Total costs | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Metropolitan Area | Encumbrances | Land | Acquired ground lease | Buildings and improvements | Improvements | Carrying costs | Land | Acquired ground lease | Buildings and improvements | Total | Accumulated depreciation and amortization | Date of acquisition or construction | Acquisition (A) or construction (C) |
| 44480 Hastings Drive | N. Virginia (4) | — | 12,860 | — | 278,384 | 1,227 | — | 12,860 | — | 279,611 | 292,471 | (38,147) | 2017 | (A) |
| 44521 Hastings Drive | N. Virginia (4) | — | 13,210 | — | 315,539 | 361 | — | 13,210 | — | 315,900 | 329,110 | (43,315) | 2017 | (A) |
| 44461 Chilum Place | N. Virginia (4) | — | 9,620 | — | 249,371 | 523 | — | 9,620 | — | 249,894 | 259,514 | (34,452) | 2017 | (A) |
| 21625 Gresham Drive | N. Virginia (4) | — | 17,500 | — | 448,968 | 488 | — | 17,500 | — | 449,456 | 466,956 | (62,151) | 2017 | (A) |
| 2200 Busse Road | Chicago (4) | — | 17,270 | — | 384,558 | 1,905 | — | 17,270 | — | 386,463 | 403,733 | (50,399) | 2017 | (A) |
| 2299 Busse Road | Chicago (4) | — | 12,780 | — | 348,348 | (1,687) | — | 12,780 | — | 346,661 | 359,441 | (47,004) | 2017 | (A) |
| 1780 Business Center Drive | N. Virginia (4) | — | 7,510 | — | 106,363 | 1,122 | — | 7,510 | — | 107,485 | 114,995 | (13,001) | 2017 | (A) |
| 8217 Linton Hall Road | N. Virginia (4) | — | 22,340 | — | 81,985 | 355 | — | 22,340 | — | 82,340 | 104,680 | (9,386) | 2017 | (A) |
| 1400 East Devon Avenue | Chicago (4) | — | 11,012 | — | 178,627 | 45,871 | — | 9,994 | — | 225,516 | 235,510 | (17,462) | 2017 | (A) |
| 2220 De La Cruz Blvd | Silicon Valley (4) | — | 84,650 | — | 634,007 | 4,588 | — | 84,650 | — | 638,595 | 723,245 | (81,549) | 2017 | (A) |
| 1 Century Place | Toronto (4) | — | 26,600 | — | 116,863 | 1,302 | — | 8,479 | — | 136,286 | 144,765 | (4,861) | 2017 | (C) |
| 505 North Railroad Avenue | Chicago | — | 20,431 | — | 245,810 | (33,149) | — | 12,271 | — | 220,821 | 233,092 | (12,612) | 2017 | (A) |
| 250 Williams | Atlanta | — | — | — | — | 26,774 | — | — | — | 26,774 | 26,774 | (5,240) | 2017 | (C) |
| CME Agreement | Chicago | — | — | — | — | 42,875 | — | — | — | 42,875 | 42,875 | (21,741) | 2017 | (C) |
| De President II | Amsterdam | — | 6,315 | — | — | 37,181 | — | 2,453 | — | 41,043 | 43,496 | — | 2017 | (C) |
| 2825-2845 Lafayette Street | Silicon Valley | — | — | — | 2,941 | 60 | — | — | — | 3,001 | 3,001 | (3,001) | 2018 | (C) |
| 21780 Filigree Court | N. Virginia | — | 24,315 | — | 3,039 | 1,346 | — | 25,740 | — | 2,960 | 28,700 | (491) | 2019 | (C) |
| Other | | — | — | — | — | 55,482 | — | 25 | — | 55,457 | 55,482 | (18,053) | | |
| | | $ 105,089 | $930,961 | $ 13,509 | $ 8,327,303 | $ 7,620,170 | $ (5,351) | $804,830 | $ 10,725 | $ 16,071,037 | $16,886,592 | $ (4,536,169) | | |

(1) The balance shown excludes an unamortized premium of $54.
(2) Represents properties acquired in the Telx Acquisition.
(3) Represents properties acquired in the European Portfolio Acquisition.
(4) Represents properties acquired in the DFT Merger.

**DIGITAL REALTY TRUST, INC.**
**DIGITAL REALTY TRUST, L.P.**
**SCHEDULE III**
**PROPERTIES AND ACCUMULATED DEPRECIATION**
**December 31, 2019**
**(In thousands)**

**(1) Tax Cost**

The aggregate gross cost of the Company's properties for federal income tax purposes approximated $19.7 billion (unaudited) as of December 31, 2019.

**(2) Historical Cost and Accumulated Depreciation and Amortization**

The following table reconciles the historical cost of the Company's properties for financial reporting purposes for each of the years in the three-year period ended December 31, 2019.

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Balance, beginning of year | $ 17,055,016 | $ 16,915,936 | $ 11,558,469 |
| Additions during period (acquisitions and improvements) | 833,836 | 223,163 | 5,663,404 |
| Deductions during period (dispositions, impairments and assets held for sale) | (1,002,260) | (84,083) | (305,937) |
| Balance, end of year | $ 16,886,592 | $ 17,055,016 | $ 16,915,936 |

The following table reconciles accumulated depreciation and amortization of the Company's properties for financial reporting purposes for each of the years in the three-year period ended December 31, 2019.

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2019 | 2018 | 2017 |
| Balance, beginning of year | $ 3,935,267 | $ 3,238,227 | $ 2,668,509 |
| Additions during period (depreciation and amortization expense) | 805,916 | 714,336 | 612,970 |
| Deductions during period (dispositions and assets held for sale) | (205,014) | (17,296) | (43,252) |
| Balance, end of year | $ 4,536,169 | $ 3,935,267 | $ 3,238,227 |

Schedules other than those listed above are omitted because they are not applicable or the information required is included in the consolidated financial statements or the notes thereto.

## ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

## ITEM 9A. CONTROLS AND PROCEDURES

Our Management's Reports on Internal Control over Financial Reporting for Digital Realty Trust, Inc. and Digital Realty Trust, L.P. are included in Part II, Item 8, Financial Statements and Supplementary Data on page 99.

**Evaluation of Disclosure Controls and Procedures (Digital Realty Trust, Inc.)**

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in its reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the U.S. Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to its management, including its chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, the Company's management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and its management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Also, the Company has investments in certain unconsolidated entities, which are accounted for using the equity method of accounting. As the Company does not control or manage these entities, its disclosure controls and procedures with respect to such entities may be substantially more limited than those it maintains with respect to its consolidated subsidiaries.

As required by Rule 13a-15(b) or Rule 15d-15(b) of the Securities Exchange Act of 1934, as amended, management of the Company carried out an evaluation, under the supervision and with participation of its chief executive officer and chief financial officer, of the effectiveness of the design and operation of its disclosure controls and procedures that were in effect as of December 31, 2019. Based on the foregoing, the Company's management concluded that its disclosure controls and procedures were effective at the reasonable assurance level.

*Changes in Internal Control over Financial Reporting*

There has not been any change in our internal control over financial reporting during the three months ended December 31, 2019, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**Evaluation of Disclosure Controls and Procedures (Digital Realty Trust, L.P.)**

The Operating Partnership maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in its reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the U.S. Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to its management, including the chief executive officer and chief financial officer of its general partner, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, the Operating Partnership's management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and its management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Also, the Operating Partnership has investments in certain unconsolidated entities, which are accounted for using the equity method of accounting. As the Operating Partnership does not control or manage these entities, its disclosure controls and procedures with respect to such entities may be substantially more limited than those it maintains with respect to its consolidated subsidiaries.

As required by Rule 13a-15(b) or Rule 15d-15(b) of the Securities Exchange Act of 1934, as amended, management of the Operating Partnership carried out an evaluation, under the supervision and with participation of the chief executive officer and chief financial officer of its general partner, of the effectiveness of the design and operation of its disclosure controls and procedures that were in effect as of December 31, 2019. Based on the foregoing, the Operating Partnership's management concluded that its disclosure controls and procedures were effective at the reasonable assurance level.

*Changes in Internal Control over Financial Reporting*

There has not been any change in our internal control over financial reporting during the three months ended December 31, 2019, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

None.

## PART III

### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information concerning our directors, executive officers and corporate governance required by Item 10 will be included in the Proxy Statement to be filed relating to our 2020 Annual Meeting of Stockholders and is incorporated herein by reference.

We have filed, as exhibits to this Annual Report on Form 10-K, the certifications of our Chief Executive Officer and Chief Financial Officer required under Section 302 of the Sarbanes Oxley Act to be filed with the Securities and Exchange Commission regarding the quality of our public disclosure. We have furnished to the Securities and Exchange Commission as exhibits to this Annual Report on Form 10-K for the year ended December 31, 2019, the certifications of our Chief Executive Officer and Chief Financial Officer required under Section 906 of the Sarbanes Oxley Act. In addition, as required by Section 303A.12 of the NYSE Listed Company Manual, our Chief Executive Officer made his annual certification to the NYSE stating that he was not aware of any violation by the Company of the corporate governance listing standards of the NYSE.

### ITEM 11. EXECUTIVE COMPENSATION

The information concerning our executive compensation required by Item 11 will be included in the Proxy Statement to be filed relating to our 2020 Annual Meeting of Stockholders and is incorporated herein by reference.

### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information concerning the security ownership of certain beneficial owners and management and related stockholder matters (including equity compensation plan information) required by Item 12 will be included in the Proxy Statement to be filed relating to our 2020 Annual Meeting of Stockholders and is incorporated herein by reference.

### ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information concerning certain relationships, related transactions and director independence required by Item 13 will be included in the Proxy Statement to be filed relating to our 2020 Annual Meeting of Stockholders and is incorporated herein by reference.

### ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information concerning our principal accounting fees and services required by Item 14 will be included in the Proxy Statement to be filed relating to our 2020 Annual Meeting of Stockholders and is incorporated herein by reference.

**PART IV**

**ITEM 15. EXHIBITS.**

| Exhibit Number | Description |
|---|---|
| 2.1 | Purchase Agreement, dated as of October 29, 2019, as it may be amended from time to time, by and among Digital Realty Trust, Inc., InterXion Holding N.V. and Digital Intrepid Holding B.V. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Digital Realty Trust, Inc. (File No. 001-32336) filed October 29, 2019). |
| 3.1 | Articles of Amendment and Restatement of Digital Realty Trust, Inc., as amended. |
| 3.2 | Eighth Amended and Restated Bylaws of Digital Realty Trust, Inc. (incorporated by reference to Exhibit 3.2 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 3.3 | Certificate of Limited Partnership of Digital Realty Trust, L.P. (incorporated by reference to Exhibit 3.1 to Digital Realty Trust, L.P.'s General Form for Registration of Securities on Form 10 filed on June 25, 2010 (File No. 000-54023)). |
| 3.4 | Nineteenth Amended and Restated Agreement of Limited Partnership of Digital Realty Trust, L.P. (incorporated by reference to Exhibit 3.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on October 10, 2019). |
| 4.1 | Specimen Certificate for Common Stock for Digital Realty Trust, Inc. (incorporated by reference to Exhibit 4.1 to Digital Realty Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-117865) (File No. 001-32336) filed on October 26, 2004). |
| 4.2 | Registration Rights Agreement, dated as of October 27, 2004, by and among Digital Realty Trust, Inc., Digital Realty Trust, L.P. and the Unit Holders, as defined therein (incorporated by reference to Exhibit 10.2 to Digital Realty Trust, Inc.'s Quarterly Report on Form 10-Q (File No. 001-32336) filed on December 13, 2004). |
| 4.3 | Indenture, dated as of March 8, 2011, among Digital Realty Trust, L.P., as issuer, Digital Realty Trust, Inc., as guarantor, and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on March 8, 2011). |
| 4.4 | Indenture, dated as of September 24, 2012, among Digital Realty Trust, L.P., as issuer, Digital Realty Trust, Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on September 24, 2012). |
| 4.5 | Supplemental Indenture No. 1, dated as of September 24, 2012, among Digital Realty Trust, L.P., as issuer, Digital Realty Trust, Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, including the form of 3.625% Notes due 2022 and the guarantee (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on September 24, 2012). |

| | |
|---|---|
| 4.6 | Indenture, dated as of January 18, 2013, among Digital Stout Holding, LLC, Digital Realty Trust, Inc., Digital Realty Trust, L.P., Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent, including the form of the 4.250% Guaranteed Notes due 2025 (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on January 25, 2013). |
| 4.7 | Specimen Certificate for Digital Realty Trust, Inc.'s 5.875% Series G Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.1 to Digital Realty Trust, Inc.'s Registration Statement on Form 8-A (File No. 001-32336) filed on April 4, 2013). |
| 4.8 | Indenture, dated as of April 1, 2014, among Digital Stout Holding, LLC, Digital Realty Trust, Inc., Digital Realty Trust, L.P., Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent, including the form of the 4.750% Guaranteed Notes due 2023 (incorporated by reference to Exhibit 4.1 to the Combined Current Report of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. on Form 8-K (File Nos. 001-32336 and 000-54023) filed on April 1, 2014). |
| 4.9 | Indenture, dated as of June 23, 2015, among Digital Realty Trust, L.P., as issuer, Digital Realty Trust, Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on June 23, 2015). |
| 4.10 | Supplemental Indenture No. 1, dated as of June 23, 2015, among Digital Realty Trust, L.P., as issuer, Digital Realty Trust, Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, including the form of 3.950% Notes due 2022 and the guarantee (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on June 23, 2015). |
| 4.11 | Specimen Certificate for Digital Realty Trust, Inc.'s 6.350% Series I Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.1 to Digital Realty Trust, Inc.'s Registration Statement on Form 8-A (File No. 001-32336) filed on August 21, 2015). |
| 4.12 | Indenture, dated as of October 1, 2015, among Digital Delta Holdings, LLC as issuer, Digital Realty Trust, Inc. and Digital Realty Trust, L.P., as guarantors, and Wells Fargo Bank, National Association, as trustee, including the form of the Notes and the guarantees (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on October 2, 2015). |
| 4.13 | Registration Rights Agreement, dated October 1, 2015, among Digital Delta Holdings, LLC, Digital Realty Trust, Inc., Digital Realty Trust, L.P. and Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, as representatives of the several initial purchasers named therein (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on October 2, 2015). |
| 4.14 | Indenture, dated as of April 15, 2016, among Digital Euro Finco, LLC, Digital Realty Trust, Inc., Digital Realty Trust, L.P., Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent, including the form of the 2.625% Guaranteed Notes due 2024 (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on April 19, 2016). |

| | |
|---|---|
| 4.15 | Supplemental Indenture No. 2, dated as of August 7, 2017, among Digital Realty Trust, L.P., as issuer, Digital Realty Trust, Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, including the form of 2.750% Notes due 2023, the form of 3.700% Notes due 2027 and the guarantees (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 9, 2017). |
| 4.16 | First Supplemental Indenture, dated as of September 14, 2017, among Digital Realty Trust, Inc., DuPont Fabros Technology, L.P., the guarantor parties thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on September 14, 2017). |
| 4.17 | Third Supplemental Indenture, dated as of September 14, 2017, among Digital Realty Trust, Inc., DuPont Fabros Technology, L.P., the guarantor parties thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on September 14, 2017). |
| 4.18 | Indenture, dated as of July 21, 2017, among Digital Stout Holding, LLC, Digital Realty Trust, Inc., Digital Realty Trust, L.P., Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent, including the form of the 2.750% Guaranteed Notes due 2024 (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on July 21, 2017). |
| 4.19 | Indenture, dated as of July 21, 2017, among Digital Stout Holding, LLC, Digital Realty Trust, Inc., Digital Realty Trust, L.P., Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent, including the form of the 3.300% Guaranteed Notes due 2029 (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on July 21, 2017). |
| 4.20 | Specimen Certificate for Digital Realty Trust, Inc.'s 6.625% Series C Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form 8-A of Digital Realty Trust, Inc. (File No. 001-32336) filed on September 13, 2017). |
| 4.21 | Specimen Certificate for Digital Realty Trust, Inc.'s 5.250% Series J Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form 8-A of Digital Realty Trust, Inc. (File No. 001-32336) filed on August 4, 2017). |
| 4.22 | Supplemental Indenture No. 3, dated as of June 21, 2018, among Digital Realty Trust, L.P., as issuer, Digital Realty Trust, Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, including the form of 4.450% Notes due 2028 and the guarantees (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on June 21, 2018). |
| 4.23 | Indenture, dated as of October 17, 2018, among Digital Stout Holding, LLC, Digital Realty Trust, Inc., Digital Realty Trust, L.P., Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent, including the form of the 3.750% Guaranteed Notes due 2030 (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on October 18, 2018). |

| | |
|---|---|
| 4.24 | Indenture, dated as of January 16, 2019, among Digital Euro Finco, LLC, as issuer, Digital Realty Trust, L.P. and Digital Realty Trust, Inc., as guarantors, Deutsche Trustee Company Limited, as the trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on January 16, 2019). |
| 4.25 | Form of Specimen Certificate for Digital Realty Trust, Inc.'s 5.850% Series K Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form 8-A of Digital Realty Trust, Inc. (File No. 001-32336) filed on March 12, 2019). |
| 4.26 | Supplemental Indenture No. 4, dated as of June 14, 2019, among Digital Realty Trust, L.P., as issuer, Digital Realty Trust, Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, including the form of 3.600% Notes due 2029 and the guarantee (incorporated by reference to Exhibit 4.2 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on June 14, 2019). |
| 4.27 | Indenture, dated as of October 9, 2019, among Digital Euro Finco, LLC, Digital Realty Trust, Inc., Digital Realty Trust, L.P., Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as paying agent and a transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and a transfer agent, including the form of the 1.125% Guaranteed Notes due 2028 (incorporated by reference to Exhibit 4.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on October 9, 2019). |
| 4.28 | Specimen Certificate for Digital Realty Trust, Inc.'s 5.200% Series L Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form 8-A of Digital Realty Trust, Inc. (File No. 001-32336) filed on October 9, 2019). |
| 4.29 | Description of Securities. |
| 10.1† | Form of Indemnification Agreement by and between Digital Realty Trust, Inc. and its directors and officers (incorporated by reference to Exhibit 10.4 to Digital Realty Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-117865) filed on October 13, 2004). |
| 10.2 | Contribution Agreement, dated as of July 31, 2004, by and among Digital Realty Trust, L.P., San Francisco Wave eXchange, LLC, Santa Clara Wave eXchange, LLC and eXchange colocation, LLC (incorporated by reference to Exhibit 10.12 to Digital Realty Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-117865) filed on September 17, 2004). |
| 10.3† | Form of Profits Interest Units Agreement (incorporated by reference to Exhibit 10.44 to Digital Realty Trust, Inc.'s Quarterly Report on Form 10-Q (File No. 001-32336) filed on December 13, 2004). |
| 10.4† | Form of Digital Realty Trust, Inc. Incentive Stock Option Agreement (incorporated by reference to Exhibit 10.45 to Digital Realty Trust, Inc.'s Quarterly Report on Form 10-Q (File No. 001-32336) filed on December 13, 2004). |
| 10.5† | Form of Class C Profits Interest Units Agreement (incorporated by reference to Exhibit 10.1 to Digital Realty Trust, Inc.'s Quarterly Report on Form 10-Q (File No. 001-32336) filed on August 9, 2007). |
| 10.6† | First Amended and Restated Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2004 Incentive Award Plan (incorporated by reference to Appendix A to Digital Realty Trust, Inc.'s definitive proxy statement on Schedule 14A (File No. 001-32336) filed on March 30, 2007). |

| | |
|---|---|
| 10.7† | Form of 2008 Performance-Based Profits Interest Units Agreement (incorporated by reference to Exhibit 10.3 to Digital Realty Trust, Inc.'s Quarterly Report on Form 10-Q (File No. 001-32336) filed on May 9, 2008). |
| 10.8† | First Amendment to First Amended and Restated Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2004 Incentive Award Plan (incorporated by reference to Exhibit 10.4 to Digital Realty Trust, Inc.'s Quarterly Report on Form 10-Q (File No. 001-32336) filed on May 9, 2008). |
| 10.9† | Second Amendment to First Amended and Restated Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2004 Incentive Award Plan (incorporated by reference to Exhibit 10.4 to Digital Realty Trust, Inc.'s Quarterly Report on Form 10-Q (File No. 001-32336) filed on August 6, 2009). |
| 10.10† | Third Amendment to First Amended and Restated Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2004 Incentive Award Plan (incorporated by reference to Exhibit 10.1 to Digital Realty Trust, Inc.'s Quarterly Report on Form 10-Q (File No. 001-32336) filed on November 9, 2009). |
| 10.11† | Fourth Amendment to First Amended and Restated Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2004 Incentive Award Plan (incorporated by reference to Exhibit 10.1 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 7, 2012). |
| 10.12† | Fifth Amendment to First Amended and Restated Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2004 Incentive Award Plan. (incorporated by reference to exhibit 10.46 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on March 2, 2015). |
| 10.13 | Amended and Restated Note Purchase and Private Shelf Agreement, dated as of November 3, 2011, among Digital Realty Trust, L.P., Digital Realty Trust, Inc., the subsidiary guarantors named therein, Prudential Investment Management, Inc. and the Prudential Affiliates named therein (incorporated by reference to Exhibit 10.12 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 27, 2012). |
| 10.14 | Amendment No. 1 to the Amended and Restated Note Purchase and Private Shelf Agreement, dated as of August 15, 2013, between Digital Realty Trust, L.P. and Prudential Investment Management, Inc. (incorporated by reference to the Exhibit 10.3 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on November 12, 2013). |
| 10.15 | Release of Guarantors, dated as of January 27, 2014 executed by Digital Realty Trust, L.P., Prudential Investment Management, Inc., and the other Purchasers party to the Amended and Restated Note Purchase and Private Shelf Agreement, dated as of November 3, 2011 (incorporated by reference to Exhibit 10.32 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 28, 2014). |
| 10.16 | Release of Guarantors, dated as of April 27, 2015, executed by Digital Realty Trust, L.P., Prudential Investment Management, Inc., and the other Purchasers party to the Amended and Restated Note Purchase and Private Shelf Agreement, dated as of November 3, 2011 (incorporated by reference to Exhibit 10.3 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 6, 2015). |

| | |
|---|---|
| 10.17 | Release of Guarantors, dated as of June 30, 2015, executed by Digital Realty Trust, L.P., Prudential Investment Management, Inc., and the other Purchasers party to the Amended and Restated Note Purchase and Private Shelf Agreement, dated as of November 3, 2011 (incorporated by reference to Exhibit 10.4 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 6, 2015). |
| 10.18 | Joinder to Multiparty Guaranty, dated as of June 30, 2015, executed by the Additional Guarantor listed thereto pursuant to the Amended and Restated Note Purchase and Private Shelf Agreement, dated as of November 3, 2011 (incorporated by reference to Exhibit 10.5 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 6, 2015). |
| 10.19† | Director Compensation Program (incorporated by reference to Exhibit 10.2 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on November 9, 2016). |
| 10.20† | Director Compensation Program (incorporated by reference to Exhibit 10.20 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.21† | Profits Interest Unit Agreement – Directors (incorporated by reference to Exhibit 10.21 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.22† | Digital Realty Deferred Compensation Plan (incorporated by reference to Exhibit 10.33 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 28, 2014). |
| 10.23† | First Amendment to Digital Realty Deferred Compensation Plan (incorporated by reference to Exhibit 10.45 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on March 2, 2015). |
| 10.24† | Second Amendment to Digital Realty Deferred Compensation Plan (incorporated by reference to Exhibit 10.3 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on November 6, 2015). |
| 10.25† | Form of Class D Profits Interest Unit Agreement (incorporated by reference to Exhibit 10.34 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 28, 2014). |
| 10.26† | Form of Performance-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.35 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 28, 2014). |
| 10.27† | Form of Time-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.36 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 28, 2014). |
| 10.28† | Form of Time-Based Profits Interest Unit Agreement (incorporated by reference to Exhibit 10.23 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on March 1, 2017). |

| | |
|---|---|
| 10.29† | Form of Executive Time-Based Profits Interest Unit Agreement (incorporated by reference to Exhibit 10.27 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on March 1, 2018). |
| 10.30† | Form of Class D Profits Interest Unit Agreement (incorporated by reference to Exhibit 10.30 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.31† | Executive Time-Based Profits Interest Unit Agreement (incorporated by reference to Exhibit 10.31 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.32† | Management Election Program (incorporated by reference to Exhibit 10.32 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.33† | Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2014 Incentive Award Plan (incorporated by reference to Exhibit 10.1 to the Combined Current Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 7, 2014). |
| 10.34† | First Amendment to Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2014 Incentive Award Plan. (incorporated by reference to Exhibit 10.1 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on November 7, 2014). |
| 10.35† | Second Amendment to Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2014 Incentive Award Plan (incorporated by reference to Exhibit 10.44 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on March 2, 2015). |
| 10.36† | Third Amendment to Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2014 Incentive Award Plan (incorporated by reference to Exhibit 10.1 to the Combined Annual Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. filed on November 9, 2016). |
| 10.37† | Fourth Amendment to the Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2014 Incentive Award Plan (incorporated by reference to Exhibit 10.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on September 14, 2017). |
| 10.38† | Fifth Amendment to the Digital Realty Trust, Inc., Digital Services, Inc. and Digital Realty Trust, L.P. 2014 Incentive Award Plan (incorporated by reference to Exhibit 10.38 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.39† | Employment Agreement among Digital Realty Trust, Inc., DLR LLC and A. William Stein (incorporated by reference to Exhibit 10.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on July 9, 2018). |
| 10.40† | Employment Agreement, dated as of April 16, 2015, by and among Digital Realty Trust, Inc., DLR LLC and Andrew P. Power (incorporated by reference to Exhibit 10.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. filed on April 16, 2015). |

| | |
|---|---|
| 10.41† | Amendment to Employment Agreement, dated as of May 6, 2019, by and among Digital Realty Trust, Inc., DLR, LLC and Andrew P. Power (incorporated by reference to Exhibit 10.1 to the Combined Quarterly Report on Form10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. filed on May 9, 2019). |
| 10.42† | Amended and Restated Employment Agreement, dated as of June 18, 2019, by and among Digital Realty Trust, Inc., DLR, LLC and Andrew P. Power (incorporated by reference to Exhibit 10.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on June 24, 2019) |
| 10.43† | Employment Agreement, dated as of November 10, 2015, by and among Digital Realty Trust, Inc., DLR, LLC and Scott E. Peterson (incorporated by reference to Exhibit 10.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on November 16, 2015). |
| 10.44† | Employment Agreement, dated as of November 10, 2015, by and among Digital Realty Trust, Inc., DLR, LLC and Joshua A. Mills (incorporated by reference to Exhibit 10.1 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on May 10, 2017). |
| 10.45† | Employment Agreement, dated as of January 9, 2018, by and among Digital Realty Trust, Inc., DLR LLC and Erich J. Sanchack (incorporated by reference to Exhibit 10.1 to the Combined Current Report on Form 8-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on January 17, 2018). |
| 10.46† | Employment Agreement, dated as of June 5, 2018, by and among Digital Realty Trust, Inc., DLR LLC and Chris Sharp (incorporated by reference to Exhibit 10.2 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 7, 2019). |
| 10.47† | Separation and Consulting Agreement, dated as of May 11, 2018, among Digital Realty Trust, Inc., DLR LLC and Scott E. Peterson (incorporated by reference to Exhibit 10.1 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 7, 2018). |
| 10.48† | Digital Realty Trust, Inc. 2015 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.6 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 6, 2015). |
| 10.49† | First Amendment to Digital Realty Trust, Inc. 2015 Employee Stock Purchase Plan (incorporated by reference to Exhibit 4.7 to the Registration Statement on Form S-8 of Digital Realty Trust, Inc. (File Nos. 001-32336 and 000-54023) filed on October 7, 2015). |
| 10.51† | Form of Director Confidentiality Agreement (incorporated by reference to Exhibit 10.39 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on March 1, 2017). |

| | |
|---|---|
| 10.52* | Amended and Restated Global Senior Credit Agreement, dated as of October 24, 2018, among Digital Realty Trust, L.P. and the other initial borrowers named therein and additional borrowers party thereto, as borrowers, Digital Realty Trust, Inc., as parent guarantor, the additional guarantors party thereto, as additional guarantors, the banks, financial institutions and other institutional lenders listed therein, as the initial lenders, each issuing bank and swing line bank as listed therein, Citibank, N.A., as administrative agent, Bank of America, N.A. and JPMorgan Chase Bank, N.A., as syndication agents, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citibank, N.A., and JPMorgan Chase Bank, N.A., as joint lead arrangers and joint bookrunners, and the other agents and lenders named therein (incorporated by reference to Exhibit 10.54 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.53* | Amended and Restated Term Loan Agreement, dated as of October 24, 2018, among Digital Realty Trust, L.P., and the other initial borrowers named therein and additional borrowers party thereto, as borrowers, and Digital Realty Trust, Inc., as parent guarantor, the additional guarantors party thereto, as additional guarantors, the initial lenders named therein, as the initial lenders, Citibank, N.A., as administrative agent, the banks, financial institutions and other institutional lenders listed therein, as the initial lenders, Citibank, N.A., as administrative agent, with Bank of America, N.A. and JPMorgan Chase Bank, N.A. as syndication agents, (i) Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citibank, N.A., JPMorgan Chase Bank, N.A., The Bank of Nova Scotia, U.S. Bank National Association and TD Securities (USA) LLC, as joint lead arrangers and joint bookrunners for the 2023 Term Loan and (ii) Merrill Lynch, Pierce Fenner & Smith Incorporated, Citibank, N.A., JPMorgan Chase Bank, N.A., The Bank of Nova Scotia, Sumitomo Mitsui Banking Corporation and TD Securities (USA) LLC as joint lead arrangers and joint bookrunners for the 2024 Term Loan (incorporated by reference to Exhibit 10.55 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.54* | Credit Agreement, dated as of October 24, 2018, among Digital Realty Trust, L.P. and the other initial borrowers named therein and additional borrowers party thereto, as borrowers, Digital Realty Trust, Inc., as parent guarantor, the subsidiary borrowers and additional guarantors named therein, the initial lenders and issuing banks named therein, Sumitomo Mutsui Banking Corporation, as administrative agent, with Sumitomo Mutsui Banking Corporation, MUFG Bank, LTD. and Mizuho Bank, LTD. , as joint lead arrangers and joint bookrunners, and the other agents and lenders named therein (incorporated by reference to Exhibit 10.56 to the Combined Annual Report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on February 25, 2019). |
| 10.55 | Amendment No. 1 to the Amended and Restated Global Senior Credit Agreement, dated April 18, 2019, among Digital Realty Trust, L.P. and the other borrowers named therein and additional borrowers party thereto, as borrowers, Digital Realty Trust, Inc., as parent guarantor, the additional guarantors party thereto, as additional guarantors, and Citibank, N.A., as administrative agent (incorporated by reference to Exhibit 10.3 to the Combined Quarterly Report on Form 10-Q of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. (File Nos. 001-32336 and 000-54023) filed on August 7, 2019). |
| 10.56† | Form of Executive Severance Agreement. |
| 21.1 | List of Subsidiaries of Digital Realty Trust, Inc. |
| 21.2 | List of Subsidiaries of Digital Realty Trust, L.P. |
| 23.1 | Consent of Independent Registered Public Accounting Firm. |
| 31.1 | Rule 13a-14(a)/15d-14(a) Certifications of Chief Executive Officer for Digital Realty Trust, Inc. |
| 31.2 | Rule 13a-14(a)/15d-14(a) Certifications of Chief Financial Officer for Digital Realty Trust, Inc. |

| | |
|---|---|
| 31.3 | Rule 13a-14(a)/15d-14(a) Certifications of Chief Executive Officer for Digital Realty Trust, L.P. |
| 31.4 | Rule 13a-14(a)/15d-14(a) Certifications of Chief Financial Officer for Digital Realty Trust, L.P. |
| 32.1 | 18 U.S.C. § 1350 Certifications of Chief Executive Officer for Digital Realty Trust, Inc. |
| 32.2 | 18 U.S.C. § 1350 Certifications of Chief Financial Officer for Digital Realty Trust, Inc. |
| 32.3 | 18 U.S.C. § 1350 Certifications of Chief Executive Officer for Digital Realty Trust, L.P. |
| 32.4 | 18 U.S.C. § 1350 Certifications of Chief Financial Officer for Digital Realty Trust, L.P. |
| 101 | The following financial statements from Digital Realty Trust, Inc.'s and Digital Realty Trust, L.P.'s Form 10-K for the year ended December 31, 2019, formatted in Inline XBRL interactive data files: (i) Consolidated Balance Sheets as of December 31, 2019 and December 31, 2018; (ii) Consolidated Income Statements for each of the years in the three-year period ended December 31, 2019; (iii) Consolidated Statements of Equity and Comprehensive Income/Statements of Capital and Comprehensive Income for each of the years in the three-year period ended December 31, 2019; (iv) Consolidated Statements of Cash Flows for each of the years in the three-year period ended December 31, 2019; and (v) Notes to Consolidated Financial Statements. |
| 104 | Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101). |

† Management contract or compensatory plan or arrangement.

* Portions of this exhibit have been omitted pursuant to a grant of confidential treatment and have been filed separately with the Securities and Exchange Commission.

**ITEM 16. FORM 10-K SUMMARY**

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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.

DIGITAL REALTY TRUST, INC.

By: /s/ A. WILLIAM STEIN
**A. William Stein**
**Chief Executive Officer**

Date: March 2, 2020

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints A. William Stein, Andrew P. Power and Joshua A. Mills, and each of them, with full power to act without the other, such person's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign this Form 10-K and any and all amendments thereto, and to file the same, with exhibits and schedules thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing necessary or desirable to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /S/ LAURENCE A. CHAPMAN<br>**Laurence A. Chapman** | Chairman of the Board | March 2, 2020 |
| /S/ A. WILLIAM STEIN<br>**A. William Stein** | Chief Executive Officer and Director (Principal Executive Officer) | March 2, 2020 |
| /S/ ANDREW P. POWER<br>**Andrew P. Power** | Chief Financial Officer (Principal Financial Officer) | March 2, 2020 |
| /S/ EDWARD F. SHAM<br>**Edward F. Sham** | Chief Accounting Officer (Principal Accounting Officer) | March 2, 2020 |
| /S/ ALEXIS BLACK BJORLIN<br>**Alexis Black Bjorlin** | Director | March 2, 2020 |
| /S/ MICHAEL A. COKE<br>**Michael A. Coke** | Director | March 2, 2020 |
| /S/ VERALINN JAMIESON<br>**VeraLinn Jamieson** | Director | March 2, 2020 |

| Signature | Title | Date |
|---|---|---|
| /S/ KEVIN J. KENNEDY<br>**Kevin J. Kennedy** | Director | March 2, 2020 |
| /S/ WILLIAM G. LAPERCH<br>**William G. LaPerch** | Director | March 2, 2020 |
| /s/ AFSHIN MOHEBBI<br>**Afshin Mohebbi** | Director | March 2, 2020 |
| /s/ MARK R. PATTERSON<br>**Mark R. Patterson** | Director | March 2, 2020 |
| /s/ MARY HOGAN PREUSSE<br>**Mary Hogan Preusse** | Director | March 2, 2020 |
| /s/ DENNIS E. SINGLETON<br>**Dennis E. Singleton** | Director | March 2, 2020 |

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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.

DIGITAL REALTY TRUST, L.P.

By: Digital Realty Trust, Inc.,
Its General Partner

By: /s/ A. WILLIAM STEIN
**A. William Stein**
**Chief Executive Officer**

Date: March 2, 2020

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints A. William Stein, Andrew P. Power and Joshua A. Mills, and each of them, with full power to act without the other, such person's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign this Form 10-K and any and all amendments thereto, and to file the same, with exhibits and schedules thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing necessary or desirable to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /S/ LAURENCE A. CHAPMAN<br>**Laurence A. Chapman** | Chairman of the Board | March 2, 2020 |
| /S/ A. WILLIAM STEIN<br>**A. William Stein** | Chief Executive Officer and Director (Principal Executive Officer) | March 2, 2020 |
| /S/ ANDREW P. POWER<br>**Andrew P. Power** | Chief Financial Officer (Principal Financial Officer) | March 2, 2020 |
| /S/ EDWARD F. SHAM<br>**Edward F. Sham** | Chief Accounting Officer (Principal Accounting Officer) | March 2, 2020 |
| /S/ ALEXIS BLACK BJORLIN<br>**Alexis Black Bjorlin** | Director | March 2, 2020 |

| Signature | Title | Date |
|---|---|---|
| /S/ MICHAEL A. COKE<br>**Michael A. Coke** | Director | March 2, 2020 |
| /S/ VERALINN JAMIESON<br>**VeraLinn Jamieson** | Director | March 2, 2020 |
| /S/ KEVIN J. KENNEDY<br>**Kevin J. Kennedy** | Director | March 2, 2020 |
| /S/ WILLIAM G. LAPERCH<br>**William G. LaPerch** | Director | March 2, 2020 |
| /s/ AFSHIN MOHEBBI<br>**Afshin Mohebbi** | Director | March 2, 2020 |
| /s/ MARK R. PATTERSON<br>**Mark R. Patterson** | Director | March 2, 2020 |
| /s/ MARY HOGAN PREUSSE<br>**Mary Hogan Preusse** | Director | March 2, 2020 |
| /s/ DENNIS E. SINGLETON<br>**Dennis E. Singleton** | Director | March 2, 2020 |

**DIGITAL REALTY TRUST, INC.**
**ARTICLES OF AMENDMENT AND RESTATEMENT**

FIRST : Digital Realty Trust, Inc., a Maryland corporation (the "Corporation"), desires to amend and restate its charter as currently in effect and as hereinafter amended.

SECOND : The following provisions are all the provisions of the charter currently in effect and as hereinafter amended:

**ARTICLE I**

**NAME**

The name of the Corporation is:

Digital Realty Trust, Inc.

**ARTICLE II**

**PURPOSE**

The purposes for which the Corporation is formed are to engage in any lawful act or activity (including, without limitation or obligation, engaging in business as a real estate investment trust under the Internal Revenue Code of 1986, as amended, or any successor statute (the "Code")) for which corporations may be organized under the general laws of the State of Maryland as now or hereafter in force. For purposes of these Articles, "REIT" means a real estate investment trust under Sections 856 through 860 of the Code.

**ARTICLE III**

**PRINCIPAL OFFICE IN STATE AND RESIDENT AGENT**

The address of the principal office of the Corporation in the State of Maryland is c/o National Registered Agents, Inc. of MD, 11 East Chase Street, Baltimore, MD 21202. The name of the resident agent of the Corporation in the State of Maryland is National Registered Agents, Inc. of MD, whose post office address is 11 East Chase Street, Baltimore, MD 21202. The resident agent is Maryland corporation.

**ARTICLE IV**

**PROVISIONS FOR DEFINING, LIMITING AND REGULATING CERTAIN POWERS OF THE CORPORATION AND OF THE STOCKHOLDERS AND DIRECTORS**

Section 4.1 Number of Directors . The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The number of directors of the Corporation initially shall be two (2), which number may be increased or decreased only by the Board of Directors pursuant to the Bylaws, but shall never be less than the minimum number required by the Maryland General Corporation Law (the "MGCL"). The names of the directors who shall serve until the first annual meeting of stockholders and until their successors are duly elected and qualify are:

Richard Magnuson, Chairman of the Board

Michael F. Foust

These directors may increase the number of directors and may fill any vacancy, whether resulting from an increase in the number of directors or otherwise, on the Board of Directors occurring before the first annual meeting of stockholders in the manner provided in the Bylaws.

The Corporation elects, at such time as it becomes eligible to make the election provided for under Section 3-802(b) of the MGCL, that, except as may be provided by the Board of Directors in setting the terms of any class or series of stock, any and all vacancies on the Board of Directors may be filled only by the affirmative vote of a majority of the remaining directors in office, even if the remaining directors do not constitute a quorum, and any director elected to fill a vacancy shall serve for the remainder of the full term of the directorship in which such vacancy occurred.

Section 4.2 Extraordinary Actions . Except as specifically provided in Section 4.8 (relating to removal of directors) and in Article VII (relating to amendments and transactions outside the ordinary course of business), notwithstanding any provision of law permitting or requiring any action to be taken or approved by the affirmative vote of the holders of shares entitled to cast a greater number of votes, any such action shall be effective and valid if declared advisable by the Board of Directors and taken or approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the matter.

Section 4.3 Authorization by Board of Stock Issuance . The Board of Directors may authorize the issuance from time to time of shares of stock of the Corporation of any class or series, whether now or hereafter authorized, or securities or rights convertible into shares of its stock of any class or series, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the charter or the Bylaws.

Section 4.4 Preemptive Rights . Except as may be provided by the Board of Directors in setting the terms of classified or reclassified shares of stock pursuant to Section 5.4 or as may otherwise be provided by contract, no holder of shares of stock of the Corporation shall, as such holder, have any preemptive right to purchase or subscribe for any additional shares of stock of the Corporation or any other security of the Corporation which it may issue or sell.

Section 4.5 Indemnification . The Corporation shall have the power, to the maximum extent permitted by Maryland law in effect from time to time, to obligate itself to indemnify, and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, (a) any individual who is a present or former director or officer of the Corporation

or (b) any individual who, while a director or officer of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner or trustee of another corporation, real estate investment trust, partnership, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his or her service in such capacity. The Corporation shall have the power, with the approval of the Board of Directors, to provide such indemnification and advancement of expenses to a person who served a predecessor of the Corporation in any of the capacities described in (a) or (b) above and to any employee or agent of the Corporation or a predecessor of the Corporation.

Section 4.6 Determinations by Board . The determination as to any of the following matters, made in good faith by or pursuant to the direction of the Board of Directors consistent with the charter and in the absence of actual receipt of an improper benefit in money, property or services or active and deliberate dishonesty established by a court, shall be final and conclusive and shall be binding upon the Corporation and every holder of shares of its stock: the amount of the net income of the Corporation for any period and the amount of assets at any time legally available for the payment of dividends, redemption of its stock or the payment of other distributions on its stock; the amount of paid-in surplus, net assets, other surplus, annual or other cash flow, funds from operations, net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged); any interpretation of the terms, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of any class or series of stock of the

Corporation; the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by the Corporation; the number of shares of stock of any class of the Corporation; any matter relating to the acquisition, holding and disposition of any assets by the Corporation; or any other matter relating to the business and affairs of the Corporation or required or permitted by applicable law, the charter or Bylaws or otherwise to be determined by the Board of Directors.

Section 4.7 REIT Qualification . If the Corporation elects to qualify for federal income tax treatment as a REIT, the Board of Directors shall use its commercially reasonable efforts to take such actions as are necessary or appropriate to preserve the status of the Corporation as a REIT; however, if the Board of Directors determines that it is no longer in the best interests of the Corporation to continue to be qualified as a REIT, the Board of Directors may revoke or otherwise terminate the Corporation's REIT election.

Section 4.8 Removal of Directors . Subject to the rights of holders of one or more classes or series of Preferred Stock to elect or remove one or more directors, any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and then only by the affirmative vote of at least two thirds of the votes entitled to be cast generally in the election of directors. For the purpose of this paragraph, "cause" shall mean, with respect to any particular director, conviction of a felony or a final judgment of a court of competent jurisdiction holding that such director caused demonstrable, material harm to the Corporation through bad faith or active and deliberate dishonesty.

Section 4.9 Rights of Objecting Stockholders . Holders of shares of stock of the Corporation shall not be entitled to exercise any rights of an objecting stockholder provided for under Title 3, Subtitle 2 of the MGCL or any successor statute unless the Board of Directors, upon the affirmative vote of a majority of the Board of Directors, shall determine that such rights

apply, with respect to all or any classes or series of stock, to one or more transactions occurring after the date of such determination in connection with which holders of such shares of stock of the Corporation would otherwise be entitled to exercise such rights.

**ARTICLE V**
**STOCK**

Section 5.1 Authorized Shares . The Corporation has authority to issue 120,000,000 shares of stock, consisting of 100,000,000 shares of Common Stock, $.01 par value per share ("Common Stock"), and 20,000,000 shares of Preferred Stock, $.01 par value per share ("Preferred Stock"). The aggregate par value of all authorized shares of stock having par value is $1,200,000. If shares of one class of stock are classified or reclassified into shares of another class of stock pursuant to this Article V, the number of authorized shares of the former class shall be automatically decreased and the number of shares of the latter class shall be automatically increased, in each case by the number of shares so classified or reclassified, so that the aggregate number of shares of stock of all classes that the Corporation has authority to issue shall not be more than the total number of shares of stock set forth in the first sentence of this paragraph. The Board of Directors, with the approval of a majority of the Board and without any action by the stockholders of the Corporation, may amend the charter from time to time to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that the Corporation has authority to issue.

Section 5.2 Common Stock . Subject to the provisions of Article VI and except as may otherwise be specified in the terms of any class or series of Common Stock, each share of Common Stock shall entitle the holder thereof to one vote. The Board of Directors may reclassify any unissued shares of Common Stock from time to time in one or more classes or series of stock.

Section 5.3 Preferred Stock . The Board of Directors may classify any unissued shares of Preferred Stock and reclassify any previously classified but unissued shares of Preferred Stock of any series from time to time, in one or more classes or series of stock.

Section 5.4 Classified or Reclassified Shares . Prior to issuance of classified or reclassified shares of any class or series, the Board of Directors by resolution shall: (a) designate that class or series to distinguish it from all other classes and series of stock of the Corporation; (b) specify the number of shares to be included in the class or series; (c) set or change, subject to the provisions of Article VI and subject to the express terms of any class or series of stock of the Corporation outstanding at the time, the preferences, conversion or other rights, voting powers, restrictions, including, without limitation, restrictions on transferability, limitations as to dividends or other distributions, qualifications and terms and conditions of redemption for each class or series; and (d) cause the Corporation to file articles supplementary with the State Department of Assessments and Taxation of Maryland ("SDAT"). Any of the terms of any class or series of stock set or changed pursuant to clause (c) of this Section 5.4 may be made dependent upon facts or events ascertainable outside the charter (including determinations by the Board of Directors or other facts or events within the control of the Corporation) and may vary among holders thereof, provided that the manner in which such facts, events or variations shall operate upon the terms of such class or series of stock is clearly and expressly set forth in the articles supplementary or other charter document.

Section 5.5 Stockholders' Consent in Lieu of Meeting . Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting by consent, in writing or by electronic transmission, in any manner permitted by the MGCL and (a) set forth in the Bylaws or (b) set forth in the terms of any class or series of Preferred Stock.

Section 5.6 Charter and Bylaws . The rights of all stockholders and the terms of all stock are subject to the provisions of the charter and the Bylaws.

**ARTICLE VI**

**RESTRICTION ON TRANSFER AND OWNERSHIP OF SHARES**

Section 6.1 Definitions . For the purposes of Article VI, the following terms shall have the following meanings:

" Aggregate Stock Ownership Limit " shall mean 9.8% in value of the aggregate of the outstanding shares of Capital Stock. Notwithstanding the foregoing, for purposes of determining the percentage ownership of Capital Stock by any Person, shares of Capital Stock that are treated as Beneficially or Constructively owned by such Person shall be deemed outstanding. The value of the outstanding shares of Capital Stock shall be determined by the Board of Directors of the Corporation in good faith, which determination shall be conclusive for all purposes hereof.

" Beneficial Ownership " shall mean ownership of Capital Stock either actually (including through a nominee) or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms "Beneficial Owner," "Beneficially Own," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings.

" Capital Stock " shall mean all classes or series of stock of the Corporation, including, without limitation, Common Stock and Preferred Stock.

" Charitable Beneficiary " shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 6.3.6 of this Article VI.

" Code " shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

" Common Stock " shall mean that Common Stock that may be issued pursuant to Article V of the Articles of Amendment and Restatement.

" Common Stock Ownership Limit " shall mean 9.8% (by value or by number of shares, whichever is more restrictive) of the outstanding Common Stock of the Corporation, excluding any such outstanding Common Stock which is not treated as outstanding for federal income tax purposes. Notwithstanding the foregoing, for purposes of determining the percentage ownership of Common Stock by any Person, shares of Common Stock that are treated as Beneficially or Constructively owned by such Person shall be deemed to be outstanding. The number and value of shares of outstanding Common Stock of the Corporation shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

" Constructive Ownership " shall mean ownership of Capital Stock either actually (including through a nominee) or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner," "Constructively Own," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings.

" Corporation " shall have the meaning set forth in the preamble to the Articles of Amendment and Restatement.

" Individual " means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the

meaning of Section 509(a) of the Code, provided that, except as set forth in Section 856(h)(3)(A)(ii) of the Code, a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

" Initial Date " means the date upon which the Articles of Amendment and Restatement containing this Article VI are filed with the State Department of Assessments and Taxation of Maryland.

" IRS " means the United States Internal Revenue Service.

" Market Price " means the last reported sales price reported on the New York Stock Exchange of the Capital Stock on the trading day immediately preceding the relevant date, or if the Capital Stock is not then traded on the New York Stock Exchange, the last reported sales price of the Capital Stock on the trading day immediately preceding the relevant date as reported on any exchange or quotation system over which the Capital Stock may be traded, or if the Capital Stock is not then traded over any exchange or quotation system, then the market price of the Capital Stock on the relevant date as determined in good faith by the Board of Directors of the Corporation.

" Person " shall mean an Individual, corporation, partnership, limited liability company, estate, trust, association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Capital Stock provided that the ownership of such shares of Capital Stock by such underwriter would not result in the Corporation being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Corporation failing to qualify as a REIT.

" Preferred Stock " shall mean that Preferred Stock that may be issued from time to time pursuant to Article V of the Articles of Amendment and Restatement.

" Purported Beneficial Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 6.2.2 of this Article VI, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Capital Stock for another Person who is the beneficial transferee or owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

" Purported Record Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 6.2.2 of this Article VI, the record holder of the shares of Capital Stock if such Transfer had been valid under Section 6.2.1 of this Article VI.

" REIT " shall mean a real estate investment trust under Sections 856 through 860 of the Code.

" Restriction Termination Date " shall mean the first day on which the Board of Directors of the Corporation determines that it is no longer in the best interests of the Corporation to attempt to, or continue to, qualify as a REIT.

" Transfer " shall mean any issuance, sale, transfer, gift, assignment, devise, other disposition of Capital Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Capital Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Capital Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Capital Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Capital Stock), and whether such transfer has occurred by operation of law or otherwise.

" Trust " shall mean each of the trusts provided for in Section 6.3 of this Article VI.

" Trustee " shall mean any Person unaffiliated with the Corporation, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Corporation to serve as trustee of a Trust.

Section 6.2 Restriction on Ownership and Transfers .

6.2.1 From the Initial Date and prior to the Restriction Termination Date:

(a) except as provided in Section 6.9 of this Article VI, (1) no Person shall Beneficially Own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit and (2) no Person shall Beneficially Own Common Stock in excess of the Common Stock Ownership Limit;

(b) except as provided in Section 6.9 of this Article VI, (1) no Person shall Constructively Own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit and (2) no Person shall Constructively Own Common Stock in excess of the Common Stock Ownership Limit; and

(c) no Person shall Beneficially or Constructively Own Capital Stock to the extent that such Beneficial or Constructive Ownership would result in the Corporation being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to ownership that would result in the Corporation owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Corporation (either directly or indirectly through one or more partnerships or limited liability companies) from such tenant would cause the Corporation to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

6.2.2 If, during the period commencing on the Initial Date and prior to the Restriction Termination Date, any Transfer occurs that, if effective, would result in any Person Beneficially or Constructively Owning Capital Stock in violation of Section 6.2.1 of

this Article VI, (i) then that number of shares of Capital Stock that otherwise would cause such Person to violate Section 6.2.1 of this Article VI (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 6.3, effective as of the close of business on the business day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (ii) if, for any reason, the transfer to the Trust described in clause (i) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Capital Stock in violation of Section 6.2.1 of this Article VI, then the Transfer of that number of shares of Capital Stock that otherwise would cause any Person to violate Section 6.2.1 shall, subject to Section 6.12, be void *ab initio* , and the Purported Beneficial Transferee shall have no rights in such shares.

6.2.3 Subject to Section 6.12 of this Article VI and notwithstanding any other provisions contained herein, during the period commencing on the Initial Date and prior to the Restriction Termination Date, any Transfer of Capital Stock that, if effective, would result in the Capital Stock of the Corporation being beneficially owned by less than 100 Persons (determined without reference to any rules of attribution) shall be void *ab initio* , and the intended transferee shall acquire no rights in such Capital Stock.

6.2.4 It is expressly intended that the restrictions on ownership and Transfer described in this Section 6.2 of Article VI shall apply to restrict the rights of any members or partners in limited liability companies or partnerships to exchange their interest in such entities for Capital Stock of the Corporation.

Section 6.3 Transfers of Common Stock in Trust .

6.3.1 Upon any purported Transfer or other event described in Section 6.2.2 of this Article VI that would result in a transfer of shares of Capital Stock to a

Trust, such Capital Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the business day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 6.2.2. The Trustee shall be appointed by the Corporation and shall be a Person unaffiliated with the Corporation, any Purported Beneficial Transferee and any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Corporation as provided in Section 6.3.6 of this Article VI.

6.3.2 Capital Stock held by the Trustee shall be issued and outstanding Capital Stock of the Corporation. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of Capital Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends or other distributions and shall not possess any rights to vote or other rights attributable to the shares of Capital Stock held in the Trust.

6.3.3 The Trustee shall have all voting rights and rights to dividends or other distributions with respect to Capital Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or other distribution paid prior to the discovery by the Corporation that shares of Capital Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or other distribution declared or authorized but unpaid with respect to such Capital Stock shall be paid when due to the Trustee. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Capital Stock held in the

Trust and, subject to Maryland law, effective as of the date the Capital Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (i) to rescind as void any vote cast by a Purported Record Transferee with respect to such Capital Stock prior to the discovery by the Corporation that the Capital Stock has been transferred to the Trustee and (ii) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the Corporation has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding the provisions of this Article VI, until the Corporation has received notification that the Capital Stock has been transferred into a Trust, the Corporation shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

6.3.4 Within 20 days of receiving notice from the Corporation that shares of Capital Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Capital Stock held in the Trust to a person, designated by the Trustee, whose ownership of the shares of Capital Stock will not violate the ownership limitations set forth in Section 6.2.1. Upon such sale, the interest of the Charitable Beneficiary in the shares of Capital Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 6.3.4. The Purported Record Transferee shall receive the lesser of (i) the price paid by the Purported Record Transferee for the shares of Capital Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Capital Stock at Market Price, the Market Price of such shares of Capital Stock on the day of the event which resulted in the transfer of such shares of Capital Stock to the Trust)

and (ii) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Capital Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 6.3.3 of this Article VI. Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Corporation that shares of such Capital Stock have been transferred to the Trustee, such shares of Capital Stock are sold by a Purported Record Transferee then (x) such shares of Capital Stock shall be deemed to have been sold on behalf of the Trust and (y) to the extent that the Purported Record Transferee received an amount for such shares of Capital Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 6.3.4, such excess shall be paid to the Trustee upon demand.

6.3.5 Capital Stock transferred to the Trustee shall be deemed to have been offered for sale to the Corporation, or its designee, at a price per share equal to the lesser of (i) the price paid by the Purported Record Transferee for the shares of Capital Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Capital Stock at Market Price, the Market Price of such shares of Capital Stock on the day of the event which resulted in the transfer of such shares of Capital Stock to the Trust) and (ii) the Market Price on the date the Corporation, or its designee, accepts such offer. The Corporation may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which has been paid to the Purported Record Transferee and are owed by the Purported Record

Transferee to the Trustee pursuant to Section 6.3.3 of this Article VI. The Corporation will pay the amount of such reduction to the Trustee for the benefit of the Charitable Beneficiary. The Corporation shall have the right to accept such offer until the Trustee has sold the shares of Capital Stock held in the Trust pursuant to Section 6.3.4. Upon such a sale to the Corporation, the interest of the Charitable Beneficiary in the shares of Capital Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee, and any dividends or other distributions held by Trustee with respect to such Capital Stock shall thereupon be paid to the Charitable Beneficiary.

6.3.6 By written notice to the Trustee, the Corporation shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that (i) the shares of Capital Stock held in the Trust would not violate the restrictions set forth in Section 6.2.1 in the hands of such Charitable Beneficiary and (ii) each Charitable Beneficiary is an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

Section 6.4 Remedies For Breach . If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 6.2 of this Article VI or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of the Corporation in violation of Section 6.2 of this Article VI (whether or not such violation is intended), the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall take such action as it deems or they deem advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Corporation to redeem shares of Capital Stock, refusing to give effect to such

Transfer on the books of the Corporation or instituting proceedings to enjoin such Transfer or other event; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 6.2.1 of this Article VI shall automatically result in the transfer to a Trust as described in Section 6.2.2 and any Transfer in violation of Section 6.2.3 shall, subject to Section 6.12, automatically be void *ab initio* irrespective of any action (or non-action) by the Board of Directors or a committee thereof.

Section 6.5 Notice of Restricted Transfer . Any Person who acquires or attempts or intends to acquire shares in violation of Section 6.2 of this Article VI, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 6.2.2 of this Article VI, shall immediately give written notice to the Corporation of such event or, in the case of such a proposed or attempted transaction, give at least 15 days prior written notice and shall provide to the Corporation such other information as the Corporation may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Corporation's status as a REIT.

Section 6.6 Owners Required to Provide Information . From the Initial Date and prior to the Restriction Termination Date, each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of shares of Capital Stock and each Person (including the stockholder of record) who is holding shares of Capital Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall, on demand, provide to the Corporation a completed questionnaire containing the information regarding their ownership of such shares, as set forth in the regulations (as in effect from time to time) of the U.S. Department of Treasury under the Code. In addition, each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of shares of Capital Stock and each Person (including the stockholder of

record) who is holding shares of Capital Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall, on demand, be required to disclose to the Corporation in writing such information as the Corporation may request in order to determine the effect, if any, of such stockholder's Beneficial Ownership and Constructive Ownership of shares of Capital Stock on the Corporation's status as a REIT and to ensure compliance with the Aggregate Stock Ownership Limit, the Common Stock Ownership Limit, any other ownership limit or as otherwise permitted by the Board of Directors.

Section 6.7 Remedies Not Limited . Nothing contained in this Article VI (but subject to Section 6.12 of this Article VI) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Corporation and the interests of its stockholders by preservation of the Corporation's status as a REIT.

Section 6.8 Ambiguity . In the case of an ambiguity in the application of any of the provisions of this Article VI, including any definition contained in Section 6.1, the Board of Directors shall have the power to determine the application of the provisions of this Article VI with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 6.12 of this Article VI). In the event Article VI requires an action by the Board of Directors and the charter of the Corporation does not provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Article VI. Absent a decision to the contrary by the Board of Directors (which the Board may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 6.2.2) acquired Beneficial or Constructive Ownership of Common Stock in violation of Section 6.2.1, such remedies (as applicable) shall apply first to the shares of Capital Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Capital

Stock which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Capital Stock based upon the relative number of the shares of Capital Stock held by each such Person.

Section 6.9 Exceptions .

6.9.1 Subject to Section 6.2.1(c) of this Article VI, the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Capital Stock in excess of the Aggregate Stock Ownership Limit or Common Stock in excess of the Common Stock Ownership Limit, as set forth in Section 6.2.1(a) of this Article VI, if the Board determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Capital Stock Ownership Limit and that any such exemption will not cause the Corporation to fail to qualify as a REIT under the Code.

6.9.2 Subject to Section 6.2.1(c) of this Article VI, the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit or Common Stock in excess of the Common Stock Ownership Limit, as set forth in Section 6.2.1(b) of this Article VI, if the Board determines that such Person does not and will not own, actually or Constructively, an interest in a tenant of the Corporation (or a tenant of any entity owned in whole or in part by the Corporation) that would cause the Corporation to own, actually or Constructively, more than a 9.8% interest (as set forth in Section 856(d)(2)(B) of the Code) in such tenant or that any such ownership would not cause the Corporation to fail to qualify as a REIT under the Code.

6.9.3 Subject to Section 6.2.1(c) and the remainder of this Section 6.9.3, the Board of Directors may from time to time increase the Aggregate Stock Ownership Limit and/or the Common Stock Ownership Limit for one or more Persons and decrease the Aggregate Stock Ownership Limit and/or the Common Stock Ownership Limit for all other Persons; provided, however, that the decreased Aggregate Stock Ownership Limit and/or the Common Stock Ownership Limit will not be effective for any Person whose percentage ownership in Capital Stock or Common Stock, as the case may be, is in excess of such decreased Aggregate Stock Ownership Limit and/or the Common Stock Ownership Limit until such time as such Person's percentage of Capital Stock or Common Stock, as the case may be, equals or falls below the decreased Aggregate Stock Ownership Limit and/or the Common Stock Ownership Limit, but any further acquisition of Capital Stock or Common Stock, as the case may be, in excess of such percentage ownership of Capital Stock or Common Stock, as the case may be, will be in violation of the Aggregate Stock Ownership Limit and/or Common Stock Ownership Limit, and, provided further, that the new Aggregate Stock Ownership Limit and/or Common Stock Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding Capital Stock.

6.9.4 In granting a person an exemption under Section 6.9.1 or 6.9.2 above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 6.2 of this Article VI) will result in such Capital Stock being transferred to a Trust in accordance with Section 6.2.2 of this Article VI. Prior to granting any exception pursuant to Section 6.9.1 or 6.9.2 of this Article VI, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT.

Section 6.10 Legends . Each certificate for Common Stock shall bear the following legends:

Restriction on Ownership and Transfer

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE CORPORATION'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST ("REIT") UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE CORPORATION'S ARTICLES OF AMENDMENT AND RESTATEMENT, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF CAPITAL STOCK OF THE CORPORATION IN EXCESS OF 9.8% OF THE VALUE OF THE TOTAL OUTSTANDING SHARES OF CAPITAL STOCK OF THE CORPORATION AND NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF THE CORPORATION'S COMMON STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING COMMON STOCK OF THE CORPORATION; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF CAPITAL STOCK THAT WOULD RESULT IN THE CORPORATION BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE CORPORATION TO FAIL TO QUALIFY AS A REIT; AND (iii) NO PERSON MAY TRANSFER SHARES OF CAPITAL STOCK IF SUCH TRANSFER WOULD RESULT IN THE CAPITAL STOCK OF THE CORPORATION BEING OWNED BY FEWER THAN 100 PERSONS. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF CAPITAL STOCK IN VIOLATION OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE CORPORATION. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP SET FORTH IN (i) OR (ii) IS VIOLATED, THE SHARES OF COMMON STOCK REPRESENTED HEREBY WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES, AND ANY TRANSFER THAT WOULD RESULT IN THE CAPITAL STOCK OF THE CORPORATION BEING OWNED BY FEWER THAN 100 PERSONS SHALL BE VOID AB INITIO . IN ADDITION, THE CORPORATION MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID AB INITIO. ALL TERMS IN THIS LEGEND THAT ARE DEFINED IN THE CHARTER OF THE CORPORATION SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE CHARTER OF THE CORPORATION, AS THE SAME MAY BE AMENDED FROM TIME

TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SHARES OF COMMON STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE CORPORATION AT ITS PRINCIPAL OFFICE.

Section 6.11 Severability . If any provision of this Article VI or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provision shall not be affected and other applications of such provisions shall be affected only to the extent necessary to comply with the determination of such court.

Section 6.12 NYSE Transactions . Nothing in this Article VI shall preclude the settlement of any transaction entered into through the facilities of the New York Stock Exchange or any other national securities exchange or automated inter-dealer quotation system. The fact that the settlement of any transaction occurs shall not negate the effect of any other provision of this Article VI and any transferee in such a transaction shall be subject to all of the provisions and limitations set forth in this Article VI.

Section 6.13 Enforcement . The Corporation is authorized specifically to seek equitable relief, including injunctive relief, to enforce the provisions of this Article VI.

Section 6.14 Non-Waiver . No delay or failure on the part of the Corporation or the Board of Directors in exercising any right hereunder shall operate as a waiver of any right of the Corporation or the Board of Directors, as the case may be, except to the extent specifically waived in writing.

**ARTICLE VII**

**AMENDMENTS AND TRANSACTIONS OUTSIDE THE ORDINARY COURSE OF BUSINESS**

The Corporation reserves the right from time to time to make any amendment to its charter, now or hereafter authorized by law, including any amendment altering the terms or

contract rights, as expressly set forth in the charter, of any shares of outstanding stock. All rights and powers conferred by the charter on stockholders, directors and officers are granted subject to this reservation. Any amendment to Section 4.8 and to this sentence, shall be valid only if declared advisable by the Board of Directors and approved by the affirmative vote of two-thirds of all the votes entitled to be cast on the matter. All other amendments to this charter shall be valid only if declared advisable by the Board of Directors and approved by the affirmative vote of a majority of all the votes entitled to be cast on the matter. In addition, the Corporation shall not dissolve, merge, sell all or substantially all of its assets, engage in a share exchange or engage in similar transactions outside the ordinary course of business unless declared advisable by the Board of Directors and approved by the affirmative vote of a majority of all votes entitled to be cast on the matter.

**ARTICLE VIII**

**LIMITATION OF LIABILITY**

To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of directors and officers of a corporation, no present or former director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article XIII, nor the adoption or amendment of any other provision of the charter or Bylaws inconsistent with this Article XIII, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

THIRD : The amendment to and restatement of the charter as hereinabove set forth have been duly advised by the Board of Directors and approved by the stockholders of the Corporation as required by law. The total number of shares of stock which the Corporation had authority to issue immediately prior to this amendment and restatement was 100,000,000 shares,consisting solely of 100,000,000 shares of Common Stock, $.01 par value per share. The aggregate par value of all shares of stock having par value was $1,000,000. The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment and restatement of the charter is 120,000,000 shares, consisting of 100,000,000 shares of Common Stock, $.01 par value per share, and 20,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value is $1,200,000.

FOURTH : The current address of the principal office of the Corporation is as set forth in Article III of the foregoing amendment and restatement of the charter.

FIFTH : The name and address of the Corporation's current resident agent is as set forth in Article III of the foregoing amendment and restatement of the charter.

SIXTH : The number of directors of the Corporation and the names of those currently in office are as set forth in Article IV of the foregoing amendment and restatement of the charter.

SEVENTH **:** The undersigned President acknowledges these Articles of Amendment and Restatement to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

*(signature page follows)*

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment and Restatement to be signed in its name and on its behalf by its President and attested to by its Secretary on this 26th day of October, 2004.

| | |
|---|---|
| ATTEST: | DIGITAL REALTY TRUST, INC. |
| /s/ Michael F. Foust | By: /s/ Richard A. Magnuson (SEAL) |
| Michael F. Foust | Richard A. Magnuson |
| Chief Executive Officer and Secretary | Executive Chairman |

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**4,140,000 SHARES OF**

**8.50% SERIES A CUMULATIVE REDEEMABLE PREFERRED STOCK**

**February 8, 2005**

Digital Realty Trust, Inc., a Maryland corporation (the " Company "), hereby certifies to the State Department of Assessments and Taxation of Maryland (the " Department ") that:

FIRST : Pursuant to the authority expressly vested in the Board of Directors of the Company (the " Board of Directors ") by Article IV of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (the " Charter ") and Section 2-105 of the Maryland General Corporation Law (the " MGCL "), the Board of Directors, by resolutions duly adopted on January 12, 2005, has authorized the classification and designation of up to 6,000,000 shares of the authorized but unissued preferred stock of the Company, par value $.01 per share (" Preferred Stock "), as a separate class of Preferred Stock, the issuance of a maximum of 6,000,000 shares of such class of Preferred Stock, and, pursuant to the powers contained in the Bylaws of the Company and the MGCL, appointed a committee (the " Committee ") of the Board of Directors and delegated to the Committee, to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, up to a maximum of 6,000,000 shares of Preferred Stock, (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department, and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND : The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "8.50% Series A Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 8.50% Series A Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 4,140,000 shares of 8.50% Series A Cumulative Redeemable Preferred Stock.

THIRD : The designation, number of shares, preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as 8.50% Series A Cumulative Redeemable Preferred Stock are as follows (the " Series A Terms "), which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of sections or subsections thereof:

Section 1. Designation and Number . A series of Preferred Stock, designated the "8.50% Series A Cumulative Redeemable Preferred Stock" (the " Series A Preferred Stock "), is hereby established. The number of shares of Series A Preferred Stock shall be 4,140,000.

Section 2. Rank . The Series A Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (i) senior to all classes or series of the Company's common stock, par value $.01 per share (the " Common Stock "), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series A Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (ii) on parity with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series A Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (iii) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series A Preferred Stock as to dividend rights and rights upon voluntary or

involuntary liquidation, dissolution or winding up of the Company. The term " capital stock " does not include convertible debt securities, which will rank senior to the Series A Preferred Stock prior to conversion.

Section 3. Dividends .

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series A Preferred Stock as to dividends, the holders of shares of the Series A Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 8.50% per annum of the $25.00 liquidation preference per share of the Series A Preferred Stock (equivalent to the fixed annual amount of $2.125 per share of the Series A Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series A Preferred Stock are issued (the " Original Issue Date ") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing March 31, 2005; provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid on the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series A Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series A Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series A Preferred Stock that is outstanding on such date. " Dividend Record Date " shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. " Dividend Payment Date " shall mean the last calendar day of each March, June, September and December, commencing on March 31, 2005. " Dividend Period " shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include March 31, 2005, and other than the Dividend Period during which any shares of Series A Preferred Stock shall be redeemed pursuant to Section 5, which shall end on and include the day preceding the call date with respect to the shares of Series A Preferred Stock being redeemed).

The term " Business Day " shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series A Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared or paid or set apart for payment, and no other distribution of cash or other property may be declared or made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series A Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series A Preferred Stock as to dividends and upon liquidation) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series A Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series A Preferred Stock as to dividends and upon liquidation, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 7 hereof), unless full cumulative dividends on the Series A Preferred Stock for all past

dividend periods and the then current dividend period shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) upon the Series A Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series A Preferred Stock, all dividends declared upon the Series A Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series A Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series A Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series A Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series A Preferred Stock which may be in arrears.

(e) Holders of shares of Series A Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of stock, in excess of full cumulative dividends on the Series A Preferred Stock as provided herein. Any dividend payment made on the Series A Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remains payable. Accrued but unpaid distributions on the Series A Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference .

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, junior to the Series A Preferred Stock, the holders of shares of Series A Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not declared) to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series A Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to liquidation rights, on parity with the Series A Preferred Stock in the distribution of assets, then the holders of the Series A Preferred Stock and each such other class or series of shares of capital stock ranking, as to voluntary or involuntary liquidation rights, on parity with the Series A Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series A Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series A Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series A Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption .

(a) Shares of Series A Preferred Stock shall not be redeemable prior to February 9, 2010 except to preserve the status of the Company as a REIT for United States federal income tax purposes. In addition, the Series A Preferred Stock shall be subject to the provisions of Section 7 pursuant to which Series A Preferred Stock owned by a stockholder in excess of the Ownership Limit shall automatically be transferred to a Trust for the exclusive benefit of a Charitable Beneficiary.

(b) On and after February 9, 2010, the Company, at its option upon not fewer than 30 or more than 60 days' written notice, may redeem the Series A Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor. If fewer than all of the outstanding shares of Series A Preferred Stock are to be redeemed, the shares of Series A Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot or by any other equitable method determined by the Company that will not result in a violation of the Ownership Limit. If redemption is to be by lot and, as a result, any holder of shares of Series A Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (as defined in Section 7(a)) in excess of the Ownership Limit (as defined in Section 7(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 7(i), because such holder's shares of Series A Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series A Preferred Stock of such holder such that no holder will hold an amount of Series A Preferred Stock in excess of the Ownership Limit or such other limit, as applicable, subsequent to such redemption. Holders of Series A Preferred Stock to be redeemed shall surrender such Series A Preferred Stock at the place designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series A Preferred Stock has been given, (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series A Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series A Preferred Stock, such shares of Series A Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as no dividends are in arrears, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series A Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series A Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series A Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption any shares of Series A Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on all Series A Preferred Stock shall have been or contemporaneously are authorized, declared and paid in cash, or declared and a sum sufficient for the payment thereof in cash set apart for payment for all past dividend periods and the then current dividend period, no shares of Series A Preferred Stock shall be redeemed unless all outstanding shares of Series A Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series A Preferred Stock or any class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series A Preferred Stock (except by exchange for shares of capital stock of the Company ranking, as to dividends and upon liquidation, junior to the Series A Preferred Stock); provided , however , that the foregoing shall not prevent the purchase of Series A Preferred Stock by the Company in accordance with the terms of Sections 5(c) and 7 of these Articles Supplementary or otherwise in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series A Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series A Preferred Stock.

(e) Notice of redemption will be given by publication in a newspaper of general circulation in the City of New York, such publication to be made once a week for two successive weeks commencing not fewer than 30 or more than 60 days prior to the redemption date. A similar notice will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series A Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series A Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date, (ii) the redemption price, (iii) the number of shares of Series A Preferred Stock to be redeemed, (iv) the place or places where the certificates representing shares of Series A Preferred Stock are to be surrendered for payment of the redemption price, (v) that dividends on the shares of Series A Preferred Stock to be redeemed will cease to accumulate on such redemption date and (vi) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series A Preferred Stock. If fewer than all of the shares of Series A Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series A Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series A Preferred Stock in the event such holder's Series A Preferred Stock is redeemed in accordance with Section 7 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series A Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series A Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series A Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series A Preferred Stock redeemed or repurchased pursuant to this Section 5 shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series A Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided , however , that the Series A Preferred Stock owned by a stockholder in excess of the Ownership Limit shall be subject to the provisions of this Section 5 and Section 7 of these Articles Supplementary.

Section 6. Voting Rights .

(a) Holders of the Series A Preferred Stock shall not have any voting rights, except as set forth in this Section 6.

(b) Whenever dividends on any shares of Series A Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a " Preferred Dividend Default "), the holders of such Series A Preferred Stock (voting as a single class with all other classes or series of preferred stock of the Company upon which like voting rights have been conferred and are exercisable (" Parity Preferred ")) shall be entitled to vote for the election of a total of two additional directors of the Company (the " Preferred Directors ") until all dividends accumulated on such Series A Preferred Stock and Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 6(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if

the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series A Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series A Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly dividend periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series A Preferred Stock and Parity Preferred, a special meeting of the holders of Series A Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series A Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series A Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series A Preferred stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series A Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series A Preferred and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series A Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series A Preferred Stock and all classes or series of Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment, the right of the holders of Series A Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series A Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 6(b) (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series A Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series A Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series A Preferred Stock and each other class or series of preferred stock ranking on parity with the Series A Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company upon which like voting rights have been conferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting as a single class) will be required to: (i) authorize, create or issue, or increase the authorized or issued amount of, any class or series of capital stock ranking senior to the Series A Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Company or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such capital stock; or (ii) amend, alter or repeal the provisions of the Charter or the

terms of the Series A Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an " Event "), so as to materially and adversely affect any right, preference, privilege or voting power of the Series A Preferred Stock; provided however , with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series A Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series A Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series A Preferred Stock receive the greater of the full trading price of the Series A Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series A Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. Holders of shares of Series A Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the amount of the authorized Series A Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series A Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series A Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series A Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series A Preferred Stock.

(g) The foregoing voting provisions of this Section 6 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series A Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series A Preferred Stock may vote (as expressly provided herein), each share of Series A Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 7. Restrictions on Ownership and Transfer to Preserve Tax Benefit .

(a) Definitions . For the purposes of Section 5 and this Section 7 of these Articles Supplementary, the following terms shall have the following meanings:

" Aggregate Stock Ownership Limit " has the meaning set forth in Article 6 of the Charter.

" Beneficial Ownership " shall mean ownership of Series A Preferred Stock by a Person who is or would be treated as an owner of such Series A Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms " Beneficial Owner ," " Beneficially Owns " and " Beneficially Owned " shall have the correlative meanings.

" Capital Stock " has the meaning set forth in Article 6 of the Charter.

" Charitable Beneficiary " shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 7(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

" Code " shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

" Constructive Ownership " shall mean ownership of Series A Preferred Stock by a Person who is or would be treated as an owner of such Series A Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms " Constructive Owner ," " Constructively Owns " and " Constructively Owned " shall have the correlative meanings.

" Individual " means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a

trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

" IRS " means the United States Internal Revenue Service.

" Market Price " shall mean the last reported sales price reported on the New York Stock Exchange of the Series A Preferred Stock on the trading day immediately preceding the relevant date, or if the Series A Preferred Stock is not then traded on the New York Stock Exchange, the last reported sales price of the Series A Preferred Stock on the trading day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series A Preferred Stock may be traded, or if the Series A Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series A Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

" NYSE " means the New York Stock Exchange.

" Ownership Limit " shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series A Preferred Stock of the Company. The number and value of shares of outstanding Series A Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

" Person " shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series A Preferred Stock provided that the ownership of such shares of Series A Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

" Purported Beneficial Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 7(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series A Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

" Purported Record Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 7(b)(ii) of these Articles Supplementary, the record holder of the Series A Preferred Stock if such Transfer had been valid under Section 7(b)(i) of these Articles Supplementary.

" REIT " shall mean a real estate investment trust under Sections 856 through 860 of the Code.

" Restriction Termination Date " shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

" Transfer " shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series A Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series A Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series A Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series A Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series A Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

" Trust " shall mean each of the trusts provided for in Section 7(c) of these Articles Supplementary.

" Trustee " shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers .

(i) Prior to the Restriction Termination Date, but subject to Section 7(l):

(A) except as provided in Section 7(i) of these Articles Supplementary, (1) no Person shall Beneficially Own Series A Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 7(i) of these Articles Supplementary, (1) no Person shall Constructively Own Series A Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series A Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series A Preferred Stock in violation of Section 7(b)(i) of these Articles Supplementary, (i) then that number of shares of Series A Preferred Stock that otherwise would cause such Person to violate Section 7(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 7(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (ii) if, for any reason, the transfer to the Trust described in clause (i) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series A Preferred Stock in violation of Section 7(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series A Preferred Stock that otherwise would cause any Person to violate Section 7(b)(i) shall be void ab initio, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 7(l) and prior to the Restriction Termination Date, any Transfer of Series A Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio, and the intended transferee shall acquire no rights in such Series A Preferred Stock.

(c) Transfers of Series A Preferred Stock in Trust .

(i) Upon any purported Transfer or other event described in Section 7(b)(ii) of these Articles Supplementary, such Series A Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 7(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 7(c)(vi) of these Articles Supplementary.

(ii) Series A Preferred Stock held by the Trustee shall be issued and outstanding Series A Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series A Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series A Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series A Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series A Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series A Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series A Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series A Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (i) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series A Preferred Stock prior to the discovery by the Company that the Series A Preferred Stock has been transferred to the Trustee and (ii) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; *provided, however,* that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series A Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within twenty (20) days of receiving notice from the Company that shares of Series A Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series A Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series A Preferred Stock will not violate the ownership limitations set forth in Section 7(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series A Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 7(c)(iv). The Purported Record Transferee shall receive the lesser of (i) the price paid by the Purported Record Transferee for the shares of Series A Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series A Preferred Stock at Market Price, the Market Price of such shares of Series A Preferred Stock on the day of the event which resulted in the transfer of such shares of Series A Preferred Stock to the Trust) and (ii) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series A Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 7(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series A Preferred Stock have been transferred to the Trustee, such shares of Series A Preferred Stock are sold by a Purported Record Transferee then (i) such shares of Series A Preferred Stock shall be deemed to have been sold on behalf of the Trust and (ii) to the extent that the Purported Record Transferee received an amount for such shares of Series A Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 7(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series A Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (i) the price paid by the Purported Record Transferee for the shares of Series A Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series A Preferred Stock at Market Price, the Market Price of such shares of Series A Preferred Stock on the day of the event which resulted in the transfer of such shares of Series A Preferred Stock to the Trust) and (ii) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 7(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series A Preferred Stock held in the Trust pursuant to Section 7(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series A Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and

any dividends or other distributions held by the Trustee with respect to such Series A Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series A Preferred Stock held in the Trust would not violate the restrictions set forth in Section 7(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach . If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 7(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series A Preferred Stock of the Company in violation of Section 7(b) of these Articles Supplementary, the Board of Directors or the Committee or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series A Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; *provided*, *however*, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 7(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 7(b)(ii) and any Transfer in violation of Section 7(b)(iii) shall automatically be void ab initio irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer . Any Person who acquires or attempts to acquire shares of Series A Preferred Stock in violation of Section 7(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 7(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information . Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series A Preferred Stock and each Person (including the stockholder of record) who is holding Series A Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited . Nothing contained in these Articles Supplementary (but subject to Section 7(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity . In the case of an ambiguity in the application of any of the provisions of this Section 7 of these Articles Supplementary, including any definition contained in Section 7(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 7 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 7(l) of these Articles Supplementary). In the event Section 7 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 7. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 7(b)) acquired Beneficial or Constructive Ownership of Series A Preferred Stock in violation of Section 7(b)(i), such remedies (as applicable) shall apply first to the shares of Series A Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series A Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series A Preferred Stock based upon the relative number of the shares of Series A Preferred Stock held by each such Person.

(i) Exceptions .

(i) Subject to Section 7(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series A Preferred Stock in violation of Section 7(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 7(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning Series A Preferred Stock in violation of Section 7(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 7(b)(i)(C) and the remainder of this Section 7(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; *provided* , *however* , that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series A Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series A Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series A Preferred Stock in excess of such percentage ownership of Series A Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a person an exemption under Section 7(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 7(b) of these Articles Supplementary) will result in such Series A Preferred Stock being transferred to a Trust in accordance with Section 7(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 7(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends . Each certificate for Series A Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS AND SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF SERIES A PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES A PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OWN SHARES OF THE COMPANY'S SERIES A PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES A PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY CONSTRUCTIVELY OWN SHARES OF THE COMPANY'S SERIES A PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES A PREFERRED STOCK OF THE COMPANY; (iii) NO PERSON MAY BENEFICIALLY OWN SHARES OF THE COMPANY'S CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iv) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES A PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (v) NO PERSON MAY TRANSFER SERIES A PREFERRED STOCK IF SUCH TRANSFER WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING OWNED BY FEWER THAN 100 PERSONS. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES A PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES A PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP ARE VIOLATED, THE SERIES A PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID AB INITIO. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES A PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES A PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability . If any provision of this Section 7 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE . Nothing in this Section 7 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series A Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 7 after such settlement.

(m) Applicability of Section 7 . The provisions set forth in this Section 7 shall apply to the Series A Preferred Stock notwithstanding any contrary provisions of the Series A Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 8. No Conversion Rights . The shares of Series A Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity.

Section 9. Record Holders . The Company and the Transfer Agent may deem and treat the record holder of any Series A Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor the Transfer Agent shall be affected by any notice to the contrary.

Section 10. No Maturity or Sinking Fund . The Series A Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series A Preferred Stock.

Section 11. Exclusion of Other Rights . The Series A Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 12. Headings of Subdivisions . The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 13. Severability of Provisions . If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series A Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series A Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series A Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 14. No Preemptive Rights . No holder of Series A Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH : The Series A Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH : These Articles Supplementary have been approved by the Board in the manner and by the vote required by law.

SIXTH : These Articles Supplementary shall be effective at the time the State Department of Assessments and Taxation of Maryland accepts these Articles Supplementary for record.

SEVENTH : The undersigned Chief Executive Officer of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and attested to by its Chief Financial Officer, Chief Investment Officer and Secretary as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ Michael F. Foust
Michael F. Foust
Chief Executive Officer

[SEAL]

ATTEST:

/s/ A. William Stein
A. William Stein
Chief Financial Officer,
Chief Investment Officer and Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**2,530,000 SHARES OF**

**7.875% SERIES B CUMULATIVE REDEEMABLE PREFERRED STOCK**

**JULY 25, 2005**

Digital Realty Trust, Inc., a Maryland corporation (the " Company "), hereby certifies to the State Department of Assessments and Taxation of Maryland (the " Department ") that:

FIRST : Pursuant to the authority expressly vested in the Board of Directors of the Company (the " Board of Directors ") by Article IV of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (the " Charter ") and Section 2-105 of the Maryland General Corporation Law (the " MGCL "), the Board of Directors, by resolutions duly adopted on June 21, 2005, has authorized the classification and designation of up to 3,600,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of the authorized but unissued preferred stock of the Company, par value $.01 per share (" Preferred Stock "), as a separate class of Preferred Stock, the issuance of a maximum of 3,600,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of such class of Preferred Stock, and, pursuant to the powers contained in the Bylaws of the Company and the MGCL, appointed a committee (the " Committee ") of the Board of Directors and delegated to the Committee, to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, up to a maximum of 3,600,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of Preferred Stock, (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department, and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND : The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "7.875% Series B Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 7.875% Series B Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 2,530,000 shares of 7.875% Series B Cumulative Redeemable Preferred Stock.

THIRD : The designation, number of shares, preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as 7.875% Series B Cumulative Redeemable Preferred Stock are as follows (the " Series B Terms "), which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of sections or subsections thereof:

Section 1. Designation and Number . A series of Preferred Stock, designated the "7.875% Series B Cumulative Redeemable Preferred Stock" (the " Series B Preferred Stock "), is hereby established. The number of shares of Series B Preferred Stock shall be 2,530,000.

Section 2. Rank . The Series B Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (i) senior to all classes or series of the Company's common stock, par value $.01 per share (the " Common Stock "), and all classes or series of

capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series B Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (ii) on parity with Series A Cumulative Redeemable Preferred Stock of the Company and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series B Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (iii) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series B Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term " capital stock " does not include convertible debt securities, which will rank senior to the Series B Preferred Stock prior to conversion.

Section 3. Dividends .

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series B Preferred Stock as to dividends, the holders of shares of the Series B Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 7.875% per annum of the $25.00 liquidation preference per share of the Series B Preferred Stock (equivalent to the fixed annual amount of $1.96875 per share of the Series B Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series B Preferred Stock are issued (the " Original Issue Date ") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing September 30, 2005; provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid on the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series B Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series B Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series B Preferred Stock that is outstanding on such date. " Dividend Record Date " shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. " Dividend Payment Date " shall mean the last calendar day of each March, June, September and December, commencing on September 30, 2005. " Dividend Period " shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include September 30, 2005, and other than the Dividend Period during which any shares of Series B Preferred Stock shall be redeemed pursuant to Section 5, which shall end on and include the day preceding the call date with respect to the shares of Series B Preferred Stock being redeemed).

The term " Business Day " shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series B Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared or paid or set apart for payment, and no other distribution of cash or other property may be declared or made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series B Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series B Preferred Stock as to dividends and

upon liquidation) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series B Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series B Preferred Stock as to dividends and upon liquidation, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 7 hereof), unless full cumulative dividends on the Series B Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) upon the Series B Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series B Preferred Stock, all dividends declared upon the Series B Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series B Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series B Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series B Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series B Preferred Stock which may be in arrears.

(e) Holders of shares of Series B Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of stock, in excess of full cumulative dividends on the Series B Preferred Stock as provided herein. Any dividend payment made on the Series B Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remains payable. Accrued but unpaid distributions on the Series B Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference .

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, junior to the Series B Preferred Stock, the holders of shares of Series B Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not declared) to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series B Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to liquidation rights, on parity with the Series B Preferred Stock in the distribution of assets, then the holders of the Series B Preferred Stock and each such other class or series of shares of capital stock ranking, as to voluntary or involuntary liquidation rights, on parity with the Series B Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series B Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series B Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series B Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption .

(a) Shares of Series B Preferred Stock shall not be redeemable prior to July 26, 2010 except to preserve the status of the Company as a REIT for United States federal income tax purposes. In addition, the Series B Preferred Stock shall be subject to the provisions of Section 7 pursuant to which Series B Preferred Stock owned by a stockholder in excess of the Ownership Limit shall automatically be transferred to a Trust for the exclusive benefit of a Charitable Beneficiary.

(b) On and after July 26, 2010, the Company, at its option upon not fewer than 30 or more than 60 days' written notice, may redeem the Series B Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor. If fewer than all of the outstanding shares of Series B Preferred Stock are to be redeemed, the shares of Series B Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot or by any other equitable method determined by the Company that will not result in a violation of the Ownership Limit. If redemption is to be by lot and, as a result, any holder of shares of Series B Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (as defined in Section 7(a)) in excess of the Ownership Limit (as defined in Section 7(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 7(i), because such holder's shares of Series B Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series B Preferred Stock of such holder such that no holder will hold an amount of Series B Preferred Stock in excess of the Ownership Limit or such other limit, as applicable, subsequent to such redemption. Holders of Series B Preferred Stock to be redeemed shall surrender such Series B Preferred Stock at the place designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series B Preferred Stock has been given, (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series B Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series B Preferred Stock, such shares of Series B Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as no dividends are in arrears, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series B Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series B Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series B Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption any shares of Series B Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on all Series B Preferred Stock shall have been or contemporaneously are authorized, declared and paid in cash, or declared and a sum sufficient for the payment thereof in cash set apart for payment for all past dividend periods, no shares of Series B Preferred Stock shall be redeemed unless all outstanding

shares of Series B Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series B Preferred Stock or any class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series B Preferred Stock (except by exchange for shares of capital stock of the Company ranking, as to dividends and upon liquidation, junior to the Series B Preferred Stock); provided , however , that the foregoing shall not prevent the purchase of Series B Preferred Stock by the Company in accordance with the terms of Sections 5(c) and 7 of these Articles Supplementary or otherwise in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series B Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series B Preferred Stock.

(e) Notice of redemption will be given by publication in a newspaper of general circulation in the City of New York, such publication to be made once a week for two successive weeks commencing not fewer than 30 or more than 60 days prior to the redemption date. A similar notice will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series B Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series B Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series B Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date, (ii) the redemption price, (iii) the number of shares of Series B Preferred Stock to be redeemed, (iv) the place or places where the certificates representing shares of Series B Preferred Stock are to be surrendered for payment of the redemption price, (v) that dividends on the shares of Series B Preferred Stock to be redeemed will cease to accumulate on such redemption date and (vi) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series B Preferred Stock. If fewer than all of the shares of Series B Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series B Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series B Preferred Stock in the event such holder's Series B Preferred Stock is redeemed in accordance with Section 7 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series B Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series B Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series B Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series B Preferred Stock redeemed or repurchased pursuant to this Section 5 shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series B Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided , however , that the Series B Preferred Stock owned by a stockholder in excess of the Ownership Limit shall be subject to the provisions of this Section 5 and Section 7 of these Articles Supplementary.

Section 6. Voting Rights .

(a) Holders of the Series B Preferred Stock shall not have any voting rights, except as set forth in this Section 6.

(b) Whenever dividends on any shares of Series B Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a " Preferred Dividend Default "), the holders of such Series B Preferred Stock (voting as a single class with all other classes or series of preferred stock of the Company upon

which like voting rights have been conferred and are exercisable (" Parity Preferred "), including the Series A Cumulative Redeemable Preferred Stock of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the " Preferred Directors ") until all dividends accumulated on such Series B Preferred Stock and Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 6(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series B Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series B Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly dividend periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series B Preferred Stock and Parity Preferred, a special meeting of the holders of Series B Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series B Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series B Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series B Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series B Preferred stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series B Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series B Preferred and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series B Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series B Preferred Stock and all classes or series of Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment, the right of the holders of Series B Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series B Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 6(b) (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a

Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series B Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series B Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series B Preferred Stock and each other class or series of preferred stock ranking on parity with the Series B Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company upon which like voting rights have been conferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting as a single class) will be required to: (i) authorize, create or issue, or increase the authorized or issued amount of, any class or series of capital stock ranking senior to the Series B Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Company or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such capital stock; or (ii) amend, alter or repeal the provisions of the Charter or the terms of the Series B Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an " Event "), so as to materially and adversely affect any right, preference, privilege or voting power of the Series B Preferred Stock; provided however , with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series B Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series B Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series B Preferred Stock receive the greater of the full trading price of the Series B Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series B Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. Holders of shares of Series B Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the amount of the authorized Series B Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series B Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series B Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series B Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series B Preferred Stock.

(g) The foregoing voting provisions of this Section 6 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series B Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series B Preferred Stock may vote (as expressly provided herein), each share of Series B Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 7. Restrictions on Ownership and Transfer to Preserve Tax Benefit .

(a) Definitions . For the purposes of Section 5 and this Section 7 of these Articles Supplementary, the following terms shall have the following meanings:

" Aggregate Stock Ownership Limit " has the meaning set forth in Article 6 of the Charter.

" Beneficial Ownership " shall mean ownership of Series B Preferred Stock by a Person who is or would be treated as an owner of such Series B Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms " Beneficial Owner ," " Beneficially Owns " and " Beneficially Owned " shall have the correlative meanings.

“ Capital Stock ” has the meaning set forth in Article 6 of the Charter.

“ Charitable Beneficiary ” shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 7(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

“ Code ” shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

“ Constructive Ownership ” shall mean ownership of Series B Preferred Stock by a Person who is or would be treated as an owner of such Series B Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms “ Constructive Owner ,” “ Constructively Owns ” and “ Constructively Owned ” shall have the correlative meanings.

“ Individual ” means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

“ IRS ” means the United States Internal Revenue Service.

“ Market Price ” shall mean the last reported sales price reported on the NYSE of the Series B Preferred Stock on the trading day immediately preceding the relevant date, or if the Series B Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series B Preferred Stock on the trading day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series B Preferred Stock may be traded, or if the Series B Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series B Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

“ NYSE ” means the New York Stock Exchange.

“ Ownership Limit ” shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series B Preferred Stock of the Company. The number and value of shares of outstanding Series B Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

“ Person ” shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series B Preferred Stock provided that the ownership of such shares of Series B Preferred Stock by such underwriter would not result in the Company being “closely held” within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

“ Purported Beneficial Transferee ” shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 7(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series B Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

“ Purported Record Transferee ” shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 7(b)(ii) of these Articles Supplementary, the record holder of the Series B Preferred Stock if such Transfer had been valid under Section 7(b)(i) of these Articles Supplementary.

“ REIT ” shall mean a real estate investment trust under Sections 856 through 860 of the Code.

" Restriction Termination Date " shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

" Transfer " shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series B Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series B Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series B Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series B Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series B Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

" Trust " shall mean each of the trusts provided for in Section 7(c) of these Articles Supplementary.

" Trustee " shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers .

(i) Prior to the Restriction Termination Date, but subject to Section 7(l):

(A) except as provided in Section 7(i) of these Articles Supplementary, (1) no Person shall Beneficially Own Series B Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 7(i) of these Articles Supplementary, (1) no Person shall Constructively Own Series B Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series B Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series B Preferred Stock in violation of Section 7(b)(i) of these Articles Supplementary, (i) then that number of shares of Series B Preferred Stock that otherwise would cause such Person to violate Section 7(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 7(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (ii) if, for any reason, the transfer to the Trust described in clause (i) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series B Preferred Stock in violation of Section 7(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series B Preferred Stock that otherwise would cause any Person to violate Section 7(b)(i) shall be void ab initio, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 7(l) and prior to the Restriction Termination Date, any Transfer of Series B Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio, and the intended transferee shall acquire no rights in such Series B Preferred Stock.

(c) Transfers of Series B Preferred Stock in Trust .

(i) Upon any purported Transfer or other event described in Section 7(b)(ii) of these Articles Supplementary, such Series B Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 7(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 7(c)(vi) of these Articles Supplementary.

(ii) Series B Preferred Stock held by the Trustee shall be issued and outstanding Series B Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series B Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series B Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series B Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series B Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series B Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series B Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series B Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (i) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series B Preferred Stock prior to the discovery by the Company that the Series B Preferred Stock has been transferred to the Trustee and (ii) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; *provided, however,* that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series B Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within twenty (20) days of receiving notice from the Company that shares of Series B Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series B Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series B Preferred Stock will not violate the ownership limitations set forth in Section 7(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series B Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 7(c)(iv). The Purported Record Transferee shall receive the lesser of (i) the price paid by the Purported Record Transferee for the shares of Series B Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series B Preferred Stock at Market Price, the Market Price of such shares of Series B Preferred Stock on the day of the event which resulted in the transfer of such shares of Series B Preferred Stock to the Trust) and (ii) the price per share received by the Trustee (net of any commissions and other expenses of sale)from the sale or other disposition of the shares of Series B Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 7(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series B Preferred Stock have been transferred to the Trustee, such shares of Series B Preferred Stock are sold by a Purported Record Transferee then (i) such shares of Series B Preferred Stock shall be deemed to have been sold on behalf of the Trust and (ii) to the extent that the Purported Record Transferee received an amount for such shares of Series B Preferred Stock that exceeds the

amount that such Purported Record Transferee was entitled to receive pursuant to this Section 7(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series B Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (i) the price paid by the Purported Record Transferee for the shares of Series B Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series B Preferred Stock at Market Price, the Market Price of such shares of Series B Preferred Stock on the day of the event which resulted in the transfer of such shares of Series B Preferred Stock to the Trust) and (ii) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 7(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series B Preferred Stock held in the Trust pursuant to Section 7(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series B Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series B Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series B Preferred Stock held in the Trust would not violate the restrictions set forth in Section 7(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach . If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 7(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series B Preferred Stock of the Company in violation of Section 7(b) of these Articles Supplementary, the Board of Directors or the Committee or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series B Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; *provided*, *however*, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 7(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 7(b)(ii) and any Transfer in violation of Section 7(b)(iii) shall automatically be void ab initio irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer . Any Person who acquires or attempts to acquire shares of Series B Preferred Stock in violation of Section 7(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 7(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information . Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series B Preferred Stock and each Person (including the stockholder of record) who is holding Series B Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited . Nothing contained in these Articles Supplementary (but subject to Section 7(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity . In the case of an ambiguity in the application of any of the provisions of this Section 7 of these Articles Supplementary, including any definition contained in Section 7(a), the Board of Directors shall have the power

to determine the application of the provisions of this Section 7 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 7(l) of these Articles Supplementary). In the event Section 7 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 7. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 7(b)) acquired Beneficial or Constructive Ownership of Series B Preferred Stock in violation of Section 7(b)(i), such remedies (as applicable) shall apply first to the shares of Series B Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series B Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series B Preferred Stock based upon the relative number of the shares of Series B Preferred Stock held by each such Person.

(i) Exceptions .

(i) Subject to Section 7(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series B Preferred Stock in violation of Section 7(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 7(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning Series B Preferred Stock in violation of Section 7(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 7(b)(i)(C) and the remainder of this Section 7(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; *provided , however* , that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series B Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series B Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series B Preferred Stock in excess of such percentage ownership of Series B Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a person an exemption under Section 7(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 7(b) of these Articles Supplementary) will result in such Series B Preferred Stock being transferred to a Trust in accordance with Section 7(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 7(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends . Each certificate for Series B Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS,

PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS AND SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF SERIES B PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES B PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OWN SHARES OF THE COMPANY'S SERIES B PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES B PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY CONSTRUCTIVELY OWN SHARES OF THE COMPANY'S SERIES B PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES B PREFERRED STOCK OF THE COMPANY; (iii) NO PERSON MAY BENEFICIALLY OWN SHARES OF THE COMPANY'S CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iv) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES B PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (v) NO PERSON MAY TRANSFER SERIES B PREFERRED STOCK IF SUCH TRANSFER WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING OWNED BY FEWER THAN 100 PERSONS. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES B PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES B PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP ARE VIOLATED, THE SERIES B PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID AB INITIO. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES B PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES B PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability . If any provision of this Section 7 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not

be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE . Nothing in this Section 7 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series B Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 7 after such settlement.

(m) Applicability of Section 7 . The provisions set forth in this Section 7 shall apply to the Series B Preferred Stock notwithstanding any contrary provisions of the Series B Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 8. No Conversion Rights . The shares of Series B Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity.

Section 9. Record Holders . The Company and the Transfer Agent may deem and treat the record holder of any Series B Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor the Transfer Agent shall be affected by any notice to the contrary.

Section 10. No Maturity or Sinking Fund . The Series B Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series B Preferred Stock.

Section 11. Exclusion of Other Rights . The Series B Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 12. Headings of Subdivisions . The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 13. Severability of Provisions . If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series B Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series B Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series B Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 14. No Preemptive Rights . No holder of Series B Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH : The Series B Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH : These Articles Supplementary have been approved by the Board in the manner and by the vote required by law.

SIXTH : These Articles Supplementary shall be effective at the time the State Department of Assessments and Taxation of Maryland accepts these Articles Supplementary for record.

SEVENTH : The undersigned Chief Executive Officer of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and attested to by its General Counsel and Assistant Secretary as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ MICHAEL F. FOUST
Michael F. Foust
Chief Executive Officer

[SEAL]

ATTEST:

/s/ JOSHUA A. MILLS
Joshua A. Mills
General Counsel and
Assistant Secretary

**DIGITAL REALTY TRUST, INC.**
**ARTICLES SUPPLEMENTARY**
**8,050,000 SHARES OF**
**4.375% SERIES C CUMULATIVE CONVERTIBLE PREFERRED STOCK**
**APRIL 9, 2007**

Digital Realty Trust, Inc., a Maryland corporation (the " **Company** "), hereby certifies to the State Department of Assessments and Taxation of Maryland (the " **Department** ") that:

**FIRST:** Pursuant to the authority expressly vested in the Board of Directors of the Company (the " **Board of Directors** ") by Article IV of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (the " **Charter** ") and Section 2-105 of the Maryland General Corporation Law (the " **MGCL** "), the Board of Directors, by resolutions duly adopted on April 2, 2007, has authorized the classification and designation of up to 8,000,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of the authorized but unissued preferred stock of the Company, par value $.01 per share (" **Preferred Stock** "), as a separate class of Preferred Stock, the issuance of a maximum of 8,000,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of such class of Preferred Stock, and, pursuant to the powers contained in the Bylaws of the Company and the MGCL, appointed a committee (the " **Committee** ") of the Board of Directors and delegated to the Committee, to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, up to a maximum of 8,000,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of Preferred Stock, (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department, and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

**SECOND:** The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "4.375% Series C Cumulative Convertible Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 4.375% Series C Cumulative Convertible Preferred Stock, and authorizing the issuance of up to 7,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 4.375% Series C Cumulative Convertible Preferred Stock.

**THIRD:** The designation, number of shares, preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as 4.375% Series C Cumulative Convertible Preferred Stock are as follows (the " **Series C Terms** "), which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

SECTION 1. **Designation and Number** . A series of Preferred Stock, designated the "4.375% Series C Cumulative Convertible Preferred Stock" (the " **Series C Preferred Stock** "), is hereby established. The number of shares of Series C Preferred Stock shall be 8,050,000.

SECTION 2. **Rank** . The Series C Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (i) senior to all classes or series of the Company's common stock, par value $.01 per share (the " **Common Stock** "), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series C Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (ii) on parity with the Series A Cumulative Redeemable Preferred Stock, par value $0.01 per share,

and the Series B Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company and with any class or series of capital stock of the Company expressly designated as ranking on parity

with the Series C Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (iii) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series C Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term " **capital stock** " does not include convertible or exchangeable debt securities, which will rank senior to the Series C Preferred Stock prior to conversion or exchange. The Series C Preferred Stock will rank junior in right of payment to the Company's other existing and future debt obligations.

SECTION 3. **Dividends.**

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series C Preferred Stock as to dividends, the holders of shares of the Series C Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 4.375% per annum of the $25.00 liquidation preference per share of the Series C Preferred Stock (equivalent to the fixed annual amount of $1.09375 per share of the Series C Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series C Preferred Stock are issued (the " **Original Issue Date** ") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing June 30, 2007; *provided* , *however* , that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid on the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series C Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series C Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series C Preferred Stock that is outstanding on such date. " **Dividend Record Date** " shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. " **Dividend Payment Date** " shall mean the last calendar day of each March, June, September and December, commencing on June 30, 2007. " **Dividend Period** " shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include June 30, 2007, and other than the Dividend Period during which any shares of Series C Preferred Stock shall be redeemed pursuant to Section 5, which shall end on and include the day preceding the call date with respect to the shares of Series C Preferred Stock being redeemed).

The term " **Business Day** " shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series C Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared or paid or set apart for payment, and no other distribution of cash or other property may be declared or made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series C Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series C Preferred Stock as to dividends and upon liquidation) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series C

Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares,

and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series C Preferred Stock as to dividends and upon liquidation, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 7 hereof), unless full cumulative dividends on the Series C Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) upon the Series C Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series C Preferred Stock, all dividends declared upon the Series C Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series C Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series C Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series C Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series C Preferred Stock which may be in arrears.

(e) Holders of shares of Series C Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of stock, in excess of full cumulative dividends on the Series C Preferred Stock as provided herein. Any dividend payment made on the Series C Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remains payable. Accrued but unpaid distributions on the Series C Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

SECTION 4. **Liquidation Preference.**

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, junior to the Series C Preferred Stock, the holders of shares of Series C Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series C Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to liquidation rights, on parity with the Series C Preferred Stock in the distribution of assets, then the holders of the Series C Preferred Stock and each such other class or series of shares of capital stock ranking, as to voluntary or involuntary liquidation rights, on parity with the Series C Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series C Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series C Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under

the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series C Preferred Stock shall not be added to the Company's total liabilities.

SECTION 5. **Redemption.**

(a) The Company shall have the right to redeem shares of the Series C Preferred Stock in order to preserve the Company's status as a REIT for federal tax purposes, in whole or in part, at any time or from time to time, for cash at a redemption price equal to 100% of the liquidation preference of the Series C Preferred Stock to be redeemed plus an amount equal to all accrued and unpaid dividends up to, but not including, the date fixed for redemption, without interest; provided that if the redemption date is on a date that is after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, the Company shall pay such dividends to the holder of record of such shares of Series C Preferred Stock on the Dividend Record Date, and the redemption price shall be equal to 100% of the liquidation preference of the Series C Preferred Stock to be redeemed.

(b) If fewer than all of the outstanding shares of Series C Preferred Stock are to be redeemed, the shares of Series C Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot or by any other equitable method determined by the Company that will not result in a violation of the Ownership Limit and the Aggregate Stock Ownership Limit (each, as defined in Section 7(a)). If redemption is to be by lot and, as a result, any holder of shares of Series C Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each, as defined in Section 7(a)) in excess of the Ownership Limit (as defined in Section 7(a)), the Aggregate Stock Ownership Limit or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 7(i) because such holder's shares of Series C Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series C Preferred Stock of such holder such that no holder will hold an amount of Series C Preferred Stock in excess of the applicable ownership limit subsequent to such redemption. Holders of Series C Preferred Stock to be redeemed shall surrender such Series C Preferred Stock at the place designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series C Preferred Stock has been given, (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series C Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series C Preferred Stock, such shares of Series C Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as no dividends are in arrears, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series C Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series C Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) [Intentionally Omitted.]

(d) [Intentionally Omitted.]

(e) [Intentionally Omitted.]

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series C Preferred Stock at the close of business on such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series C Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company

shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series C Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series C Preferred Stock redeemed or repurchased pursuant to this Section 5 shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series C Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; *provided* , *however* , that the Series C Preferred Stock owned by a stockholder in excess of the Ownership Limit shall be subject to the provisions of this Section 5 and Section 7 of these Articles Supplementary.

SECTION 6. **Voting Rights.**

(a) Holders of the Series C Preferred Stock shall not have any voting rights, except as set forth in this Section 6.

(b) Whenever dividends on any shares of Series C Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a " **Preferred Dividend Default** "), the holders of such Series C Preferred Stock (voting together as a single class with all other classes or series of preferred stock of the Company upon which like voting rights have been conferred and are exercisable (" **Parity Preferred** "), including the Series A Cumulative Redeemable Preferred Stock and the Series B Cumulative Redeemable Preferred Stock of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the " **Preferred Directors** ") until all dividends accumulated on such Series C Preferred Stock and Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification or removal. The election will take place at (i) either (a) a special meeting called in accordance with Section 6(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (b) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series C Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series C Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly dividend periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series C Preferred Stock and Parity Preferred, a special meeting of the holders of Series C Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series C Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series C Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series C Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series C Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series C Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series C Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power

to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a

Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series C Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series C Preferred Stock and all classes or series of Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment, the right of the holders of Series C Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series C Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 6(b) (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series C Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series C Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series C Preferred Stock and each other class or series of preferred stock ranking on parity with the Series C Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company upon which like voting rights have been conferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting as a single class) will be required to: (i) authorize, create or issue, or increase the authorized or issued amount of, any class or series of capital stock ranking senior to the Series C Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Company or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such capital stock; or (ii) amend, alter or repeal the provisions of the Charter or the terms of the Series C Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an " **Event** "), so as to materially and adversely affect any right, preference, privilege or voting power of the Series C Preferred Stock; *provided however* , with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series C Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series C Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series C Preferred Stock receive the greater of the full trading price of the Series C Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series C Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. Holders of shares of Series C Preferred Stock shall not be entitled to vote with respect to: (a) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (b) any increase in the amount of the authorized Series C Preferred Stock or the creation or issuance of any other class or series of capital stock, or (c) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (a) , (b) or (c) above ranking on parity with or junior to the Series C Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series C Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series C Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series C Preferred Stock.

(g) The foregoing voting provisions of this Section 6 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series C Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series C Preferred Stock may vote (as expressly provided herein), each share of Series C Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

SECTION 7. **Restrictions on Ownership and Transfer to Preserve Tax Benefit.**

(a) **Definitions.** For the purposes of Section 5 and this Section 7 of these Articles Supplementary, the following terms shall have the following meanings:

" **Aggregate Stock Ownership Limit** " has the meaning set forth in Article 6 of the Charter.

" **Beneficial Ownership** " shall mean ownership of Series C Preferred Stock by a Person who is or would be treated as an owner of such Series C Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856 (h)(1) (b) and 856 (h)(3) of the Code. The terms " **Beneficial Owner,** " " **Beneficially Owns** " and " **Beneficially Owned** " shall have the correlative meanings.

" **Capital Stock** " has the meaning set forth in Article 6 of the Charter.

" **Charitable Beneficiary** " shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 7(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(a), 170(c)(2) and 501(c)(3) of the Code.

" **Code** " shall mean the Internal Revenue Code of 1986, as amended. All Section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

" **Common Stock Ownership Limit** " has the meaning set forth in Article 6 of the Charter.

" **Constructive Ownership** " shall mean ownership of Series C Preferred Stock by a Person who is or would be treated as an owner of such Series C Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms " **Constructive Owner,** " " **Constructively Owns** " and " **Constructively Owned** " shall have the correlative meanings.

" **Individual** " means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

" **IRS** " means the United States Internal Revenue Service.

" **Market Price** " shall mean the last reported sales price reported on the NYSE of the Series C Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series C Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series C Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series C Preferred Stock may be traded, or if the Series C Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series C Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

**"NYSE** " means the New York Stock Exchange, Inc.

" **Ownership Limit** " shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series C Preferred Stock of the Company. The number and value of shares of outstanding Series C Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

" **Person** " shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but

does not include an underwriter acting in a capacity as such in a public offering of shares of Series C Preferred Stock provided that the ownership of such shares of Series C Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

" **Purported Beneficial Transferee** " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 7(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series C Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

" **Purported Record Transferee** " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 7(b)(ii) of these Articles Supplementary, the record holder of the Series C Preferred Stock if such Transfer had been valid under Section 7(b)(i) of these Articles Supplementary.

" **REIT** " shall mean a real estate investment trust under Sections 856 through 860 of the Code.

" **Restriction Termination Date** " shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

" **Transfer** " shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series C Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series C Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series C Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights) convertible into or exchangeable for Series C Preferred Stock, whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series C Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

" **Trust** " shall mean each of the trusts provided for in Section 7(c) of these Articles Supplementary.

" **Trustee** " shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers.

(i) Prior to the Restriction Termination Date, but subject to Section 7(l):

(A) except as provided in Section 7(i) of these Articles Supplementary, (1) no Person shall Beneficially Own Series C Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 7(i) of these Articles Supplementary, (1) no Person shall Constructively Own Series C Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) except as provided in Section 7(i) of these Articles Supplementary, no Person shall Beneficially or Constructively Own Series C Preferred Stock which, taking into account the Common Stock of the Company into which it is convertible and any other Common Stock of the Company Beneficially or Constructively owned by such Person, would result in the Person's ownership of Common Stock in violation of the Common Stock Ownership Limit;

(D) no Person shall Beneficially Own or Constructively Own Series C Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(b) of the Code if the income derived by the Company (either directly or indirectly

through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series C Preferred Stock in violation of Section 7(b)(i) of these Articles Supplementary, (i) then that number of shares of Series C Preferred Stock that otherwise would cause such Person to violate Section 7(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 7(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (ii) if, for any reason, the transfer to the Trust described in clause (i) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series C Preferred Stock in violation of Section 7(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series C Preferred Stock that otherwise would cause any Person to violate Section 7(b)(i) shall be void ab initio, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 7(l) and prior to the Restriction Termination Date, any Transfer of Series C Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio, and the intended transferee shall acquire no rights in such Series C Preferred Stock.

(c) Transfers of Series C Preferred Stock in Trust.

(i) Upon any purported Transfer or other event described in Section 7(b)(ii) of these Articles Supplementary, such Series C Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 7(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 7(c)(vi) of these Articles Supplementary.

(ii) Series C Preferred Stock held by the Trustee shall be issued and outstanding Series C Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series C Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series C Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series C Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series C Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series C Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series C Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series C Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (i) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series C Preferred Stock prior to the discovery by the Company that the Series C Preferred Stock has been transferred to the Trustee and (ii) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series C Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists

of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within twenty (20) days of receiving notice from the Company that shares of Series C Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series C Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series C Preferred Stock will not violate the ownership limitations set forth in Section 7(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series C Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 7(c)(iv). The Purported Record Transferee shall receive the lesser of (i) the price paid by the Purported Record Transferee for the shares of Series C Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series C Preferred Stock at Market Price, the Market Price of such shares of Series C Preferred Stock on the day of the event which resulted in the transfer of such shares of Series C Preferred Stock to the Trust) and (ii) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series C Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 7(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series C Preferred Stock have been transferred to the Trustee, such shares of Series C Preferred Stock are sold by a Purported Record Transferee then (i) such shares of Series C Preferred Stock shall be deemed to have been sold on behalf of the Trust and (ii) to the extent that the Purported Record Transferee received an amount for such shares of Series C Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 7(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series C Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (i) the price paid by the Purported Record Transferee for the shares of Series C Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series C Preferred Stock at Market Price, the Market Price of such shares of Series C Preferred Stock on the day of the event which resulted in the transfer of such shares of Series C Preferred Stock to the Trust) and (ii) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 7(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series C Preferred Stock held in the Trust pursuant to Section 7(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series C Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series C Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series C Preferred Stock held in the Trust would not violate the restrictions set forth in Section 7(b)(i) in the hands of such Charitable Beneficiary.

(d) **Remedies For Breach.** If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 7(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series C Preferred Stock of the Company in violation of Section 7(b) of these Articles Supplementary, the Board of Directors or the Committee or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series C Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; *provided , however* , that any Transfers (or, in the

case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 7(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 7(b)(ii) and any Transfer in violation of Section 7(b)(iii) shall automatically be void ab initio irrespective of any action (or non-action) by the Board of Directors.

(e) **Notice of Restricted Transfer.** Any Person who acquires or attempts to acquire shares of Series C Preferred Stock in violation of Section 7(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 7(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) **Owners Required To Provide Information.** Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series C Preferred Stock and each Person (including the stockholder of record) who is holding Series C Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) **Remedies Not Limited.** Nothing contained in these Articles Supplementary (but subject to Section 7(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) **Ambiguity** . In the case of an ambiguity in the application of any of the provisions of this Section 7 of these Articles Supplementary, including any definition contained in Section 7(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 7 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 7(l) of these Articles Supplementary). In the event Section 7 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 7. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 7(b)) acquired Beneficial or Constructive Ownership of Series C Preferred Stock in violation of Section 7(b)(i), such remedies (as applicable) shall apply first to the shares of Series C Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series C Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series C Preferred Stock based upon the relative number of the shares of Series C Preferred Stock held by each such Person.

(i) Exceptions.

(i) Subject to Section 7(b)(i)(D), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series C Preferred Stock in violation of Section 7(b)(i)(A) or Section 7(b)(i)(C) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 7(b)(i)(D), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series C Preferred Stock in violation of Section 7(b)(i)(B) or Section 7(b)(i)(C) if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 7(b)(i)(D) and the remainder of this Section 7(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided, however, that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series C Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series C Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series C Preferred Stock in excess of such percentage ownership of Series C Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new

Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a person an exemption under Section 7(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 7(b) of these Articles Supplementary) will result in such Series C Preferred Stock being transferred to a Trust in accordance with Section 7(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 7(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) **Legends.** Each certificate for Series C Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS AND SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF 4.375% SERIES C CUMULATIVE CONVERTIBLE PREFERRED STOCK ("SERIES C PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES C PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF THE COMPANY'S SERIES C PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES C PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF THE COMPANY'S CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES C PREFERRED STOCK THAT, TAKING INTO ACCOUNT THE COMPANY COMMON STOCK INTO WHICH IT IS CONVERTIBLE AND ANY OTHER COMMON STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON'S OWNERSHIP OF COMMON STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING COMMON STOCK OF THE COMPANY; (iv) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES C PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH

PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (v) NO PERSON MAY TRANSFER SERIES C PREFERRED STOCK IF SUCH TRANSFER WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING OWNED BY FEWER THAN 100 PERSONS. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES C PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES C PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP ARE VIOLATED, THE SERIES C PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID AB INITIO. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES C PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES C PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) **Severability.** If any provision of this Section 7 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) **NYSE.** Nothing in this Section 7 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series C Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 7 after such settlement.

(m) **Applicability of Section 7.** The provisions set forth in this Section 7 shall apply to the Series C Preferred Stock notwithstanding any contrary provisions of the Series C Preferred Stock provided for elsewhere in these Articles Supplementary.

SECTION 8. **Conversion Rights.**

(a) **Definitions.** For the purposes of this Section 8 of these Articles Supplementary, the following terms shall have the following meanings:

" **Closing Sale Price** " per share of Common Stock on any date means the closing sale price per share (or, if no closing sale price is reported, the average of the bid and asked prices or, if more than one in either case, the average of the average bid and the average asked prices) on such date as reported by the NYSE or, if the Common Stock is not reported by the NYSE, in composite transactions for the principal other U.S. national or regional securities exchange on which the Common Stock is traded. If the Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the "Closing Sale Price" will be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant date as reported by the National Quotation Bureau Incorporated or similar organization. If the Common Stock is not so quoted, the "Closing Sale Price" will be the average of the mid-point of the last bid and asked prices for the Common Stock on the relevant date from each of at least three independent nationally recognized investment banking firms selected by the Company for this purpose.

**"Conversion Date"** has the meaning set forth in Section 8(b)(ii) of these Articles Supplementary.

**"Conversion Option"** means the Company's option to convert some or all of the Series C Preferred Stock into that number of shares of Common Stock that are issuable at the then-applicable conversion rate as described in Section 8(c) of these Articles Supplementary.

**"Conversion Price"** per share of Series C Preferred Stock as of any date means the liquidation preference of such share of Series C Preferred Stock divided by the then applicable Conversion Rate.

**"Conversion Rate"** means initially 0.5164 shares of Common Stock per $25.00 liquidation preference, subject to adjustment in certain events as set forth in this Section 8 of these Articles Supplementary.

**"DTC"** means The Depository Trust Company or any successor entity.

**"Fundamental Change"** shall be deemed to have occurred at such time as:

(i) the consummation of any transaction or event (whether by means of a share exchange or tender offer applicable to Common Stock, a liquidation, consolidation, recapitalization, reclassification, combination or merger of the Company or a sale, lease or other transfer of all or substantially all of its consolidated assets) or a series of related transactions or events pursuant to which all of the outstanding shares of Common Stock are exchanged for, converted into or constitutes solely the right to receive cash, securities or other property more than 10% of which consists of cash, securities or other property that are not, or upon issuance will not be, traded on a national securities exchange;

(ii) any "person" or "group" (as such terms are used for purposes of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, whether or not applicable), other than the Company, the Company's operating partnership subsidiary, Digital Realty Trust, L.P. (the " **Operating Partnership** ") or any of the Company's or the Operating Partnership's majority-owned subsidiaries or any employee benefit plan of the Company, the Operating Partnership or such subsidiary, is or becomes the "beneficial owner," directly or indirectly, of more than 50% of the total voting power in the aggregate of all classes of the Company's capital stock of then outstanding entitled to vote generally in elections of directors (for the avoidance of doubt the ownership of limited partnership units of the Operating Partnership shall not be deemed to constitute beneficial ownership of the Company's capital stock); or

(iii) during any period of 12 consecutive months after the date of original issuance of the Series C Preferred Stock, persons who at the beginning of such 12 month period constituted the Company's board of directors, together with any new persons whose election was approved by a vote of a majority of the persons then still comprising the Company's board of directors who were either members of the board of directors at the beginning of such period or whose election, designation or nomination for election was previously so approved, cease for any reason to constitute a majority of the Company's board of directors.

**"Fundamental Change Conversion Right"** has the meaning set forth in Section 8(l)(i) of these Articles Supplementary.

**"Market Price"** means, with respect to any Fundamental Change Conversion Date, the average of the Closing Sale Prices of the Common Stock for the ten consecutive Trading Days ending on the third Trading Day prior to the Fundamental Change Conversion Date, appropriately adjusted to take into account the occurrence, during the period commencing on the first Trading Day of such ten Trading Day period and ending on the Fundamental Change Conversion Date of any event requiring an adjustment of the Conversion Rate as described under Section 8(h); provided that in no event shall the market price be less than $0.01, subject to adjustment for share splits and combinations, reclassifications and similar events.

**"NYSE** " means the New York Stock Exchange, Inc.

**"SEC"** means the U.S. Securities and Exchange Commission.

" **Trading Day** " means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

(b) **Conversion at Holder's Option** .

(i) Holders of shares of Series C Preferred Stock, at their option, may, at any time and from time to time, convert some or all of their outstanding shares of Series C Preferred Stock into Common Stock at the then applicable Conversion Rate.

(ii) The Company shall not issue fractional shares of Common Stock upon the conversion of shares of Series C Preferred Stock. Instead, the Company shall pay the cash value of such fractional shares based upon the Closing Sale Price of its Common Stock on the Trading Day (as defined in this Section 8) immediately prior to (A) the date on which the certificate or certificates representing the shares of Series C Preferred Stock to be converted are surrendered, accompanied by a written notice of conversion and any required transfer taxes (the " **Conversion Date** "), or (B) the effective date for the Company's Conversion Option, as the case may be.

(iii) A holder of shares of Series C Preferred Stock is not entitled to any rights of a common stockholder of the Company until such holder of shares of Series C Preferred Stock has converted its shares of Series C Preferred Stock or unless the Company has exercised its Conversion Option, and only to the extent the shares of Series C Preferred Stock are deemed to have been converted into shares of Common Stock under these Articles Supplementary.

(iv) Notwithstanding anything herein to the contrary, holders of shares of Series C Preferred Stock may not convert their outstanding shares of Series C Preferred Stock into Common Stock if such conversion would cause the holder to violate the Aggregate Stock Ownership Limit or Common Stock Ownership Limit or otherwise result in the Company failing to qualify as a REIT.

(v) **Conversion Procedures** . Holders of shares of Series C Preferred Stock may convert some or all of their shares by surrendering to the Company at its principal office or at the office of its transfer agent, as may be designated by the Board of Directors, the certificate or certificates for the shares of Series C Preferred Stock to be converted, accompanied by a written notice stating that the holder of shares of Series C Preferred Stock elects to convert all or a specified whole number of those shares in accordance with the provisions described in this Section 8 and specifying the name or names in which the holder of shares of Series C Preferred Stock wishes the certificate or certificates for the shares of Common Stock to be issued. If the notice specifies a name or names other than the name of the holder of shares of Series C Preferred Stock, the notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock in that name or names. Other than such transfer taxes, the Company shall pay any documentary, stamp or similar issue or transfer taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series C Preferred Stock. The date on which the Company has received all of the surrendered certificate or certificates, the notice relating to the conversion and payment of all required transfer taxes, if any, or the demonstration to the Company's satisfaction that those taxes have been paid, shall be deemed the Conversion Date with respect

to a share of Series C Preferred Stock. As promptly as practicable after the Conversion Date with respect to any shares of Series C Preferred Stock, the Company shall deliver or cause to be delivered (A) certificates representing the number of validly issued, fully paid and non-assessable shares of Common Stock to which the holders of shares of such Series C Preferred Stock, or the transferee of the holder of such shares of Series C Preferred Stock, shall be entitled and (B) if less than the full number of shares of Series C Preferred Stock evidenced by the surrendered certificate or certificates is being converted, a new certificate or certificates, of like tenor, for the number of shares evidenced by the surrendered certificate or certificates, less the number of shares being converted. This conversion shall be deemed to have been made at the close of business on the Conversion Date so that the rights of the holder of shares of Series C Preferred Stock as to the shares being converted shall cease except for the right to receive the conversion value, and, if applicable, the person entitled to receive shares of Common Stock shall be treated for all purposes as having become the record holder of those shares of Common Stock at that time on that date.

(vi) In lieu of the foregoing procedures, if the Series C Preferred Stock is held in global certificate form, the holder of shares of Series C Preferred Stock must comply with the procedures of DTC to convert its beneficial interest in respect of the Series C Preferred Stock evidenced by a global stock certificate of the Series C Preferred Stock.

(vii) If any shares of Series C Preferred Stock are to be converted pursuant to the Company's Conversion Option, the right of a holder of such to voluntarily convert those shares of Series C Preferred Stock shall terminate if the Company has not received the conversion notice of such holder of such shares of Series C Preferred Stock by 5:00 p.m., New York City time, on the business day immediately preceding the date fixed for conversion pursuant to the Company's Conversion Option.

(viii) If more than one share of Series C Preferred Stock is surrendered for conversion by the same holder at the same time, the number of whole shares of Common Stock issuable upon conversion of those shares of Series C Preferred Stock shall be computed on the basis of the total number of shares of Series C Preferred Stock so surrendered.

(c) **Company Conversion Option** .

(i) On or after April 10, 2012, the Company may exercise its Conversion Option, as described below, but only if (A) the Closing Sale Price of the Common Stock equals or exceeds 130% of the then-applicable Conversion Price per share of the Series C Preferred Stock for at least 20 Trading Days in a period of 30 consecutive Trading Days (including the last Trading Day of such period) ending on the Trading Day immediately prior to the Company's issuance of a press release announcing the exercise of its Conversion Option as described below in paragraph (iii); and (B) on or prior to the Effective Date of the exercise of its Conversion Option, the Company has either declared and paid, or declared and set apart for payment, any unpaid dividends that are in arrears on the Series C Preferred Stock.

(ii) If the Company converts less than all of the outstanding shares of Series C Preferred Stock, the Company's transfer agent shall select the shares by lot, on a pro rata basis or in accordance with any other method the transfer agent considers fair and appropriate. The Company may convert the Series C Preferred Stock only in a whole number of shares of Series C Preferred Stock. If a portion of a holder's Series C Preferred Stock is selected for partial conversion by the Company and the holder converts a portion of such Series C Preferred Stock, the number of shares of Series C Preferred Stock subject to conversion by the Company shall be reduced by the number of shares that the holder converted.

(iii) To exercise its Conversion Option described above, the Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public) prior to the opening of business on the first Trading Day following any date on which the conditions described in Section 8(c)(i) are met, announcing such conversion. The Company shall also give notice by mail or by publication (with subsequent prompt notice by mail) to holders of shares of Series C Preferred Stock (not more than four Trading Days after the date of the press release) and, if required by the rules and regulations of the SEC, the Company shall file a Current Report on Form 8-K (or make such

other filing on an appropriate form as may be permitted by the rules and regulations of the SEC), of the exercise of the Company's Conversion Option announcing its intention to convert Series C Preferred Stock. The Effective Date for the Company's Conversion Option shall be the date that is five Trading Days after the date on which the Company issues such press release.

(iv) In addition to any information required by applicable law or regulation, the press release and notice of the exercise of the Company's Conversion Option referred to in paragraph (iii) above shall state, as appropriate: (A) the Effective Date for its Conversion Option; (B) the number of shares of Common Stock to be issued upon conversion of each share of Series C Preferred Stock; (C) the number of shares of Series C Preferred Stock to be converted; and (D) that dividends on the shares of Series C Preferred Stock to be converted shall cease to accrue on the Effective Date for the Company's Conversion Option (and no dividends on such converted shares shall be payable except as provided in these Articles Supplementary).

(d) **Reservation of Shares** . The Company shall at all times reserve and keep available, free from preemptive rights out of the Company's authorized but unissued shares of capital stock, for issuance upon the conversion of shares of Series C Preferred Stock, a number of the Company's authorized but unissued shares of Common Stock that shall from time to time be sufficient to permit the conversion of all outstanding shares of Series C Preferred Stock.

(e) **Compliance with Laws; Validity, etc., of Common Stock** . Before the delivery of any securities upon conversion of shares of Series C Preferred Stock, the Company shall comply with all applicable federal and state laws and regulations. All shares of Common Stock delivered upon conversion of shares of Series C Preferred Stock shall, upon delivery, be duly and validly issued, fully paid and non-assessable, free of all liens and charges and not subject to any preemptive rights.

(f) **Payment of Dividends Upon Conversion; Optional Conversion** .

(i) If a holder of shares of Series C Preferred Stock exercises its conversion rights, upon delivery of the shares of Series C Preferred Stock for conversion, those shares of Series C Preferred Stock shall cease to cumulate dividends as of the end of the Conversion Date, and the holder of shares of Series C Preferred Stock shall not receive any cash payment in an amount equal to accrued and unpaid dividends on the shares of Series C Preferred Stock, except in those limited circumstances discussed below in this Section 8(f). Except as provided below in this Section 8(f), the Company shall make no payment for accrued and unpaid dividends, whether or not in arrears, on shares of Series C Preferred Stock converted at the election of holders of such shares.

(ii) If the Company receives a conversion notice before the close of business on a Dividend Record Date, the holder of shares of Series C Preferred Stock shall not be entitled to receive any portion of the dividend payable on such shares of converted stock on the corresponding Dividend Payment Date.

(iii) If the Company receives a conversion notice after the Dividend Record Date but prior to the corresponding Dividend Payment Date, the holder of shares of Series C Preferred Stock on the Dividend Record Date will receive on that Dividend Payment Date accrued dividends on those shares of Series C Preferred Stock, notwithstanding the conversion of those shares of Series C Preferred Stock prior to that Dividend Payment Date, because that holder of shares of Series C Preferred Stock will have been the holder of record of shares of Series C Preferred Stock on the corresponding Dividend Record Date. At the time that such holder of shares of Series C Preferred Stock surrenders shares of Series C Preferred Stock for conversion, however, it shall pay to the Company an amount equal to the dividend that has accrued and that will be paid on the related Dividend Payment Date; provided that no such payment need be made if the Company has specified a Fundamental Change Repurchase Date relating to a Fundamental Change that is after a Dividend Record Date and on or prior to the Dividend Payment Date to which that Dividend Record Date relates.

(iv) If the holder of shares of Series C Preferred Stock is a holder of shares of Series C Preferred Stock on a Dividend Record Date and converts such shares of Series C Preferred Stock into shares of Common Stock on or after the corresponding Dividend Payment Date such holder of shares of Series C

Preferred Stock shall be entitled to receive the dividend payable on such shares of Series C Preferred Stock on such corresponding Dividend Payment Date, and the holder of shares of Series C Preferred Stock shall not need to include payment of the amount of such dividend upon surrender for conversion of shares of Series C Preferred Stock.

(g) **Payment of Dividends Upon Conversion; Company Conversion Option.**

(i) If the Company converts shares of Series C Preferred Stock pursuant to its Conversion Option, on or prior to the Effective Date of the Conversion Option, the Company must first declare and pay, or declare and set apart for payment, any unpaid dividends that are in arrears on Series C Preferred Stock.

(ii) If the Company exercises its Conversion Option and the Effective Date is after the close of business on a Dividend Payment Date and prior to the close of business on the next Dividend Record Date, the holder of shares of Series C Preferred Stock shall not be entitled to receive any portion of the dividend payable for such period on such converted shares on the corresponding Dividend Payment Date. Accordingly, if the Company converts shares of Series C Preferred Stock and the effective date is after the close of business on a Dividend Payment Date and prior to the close of business on the next Dividend Record Date, holders of shares of Series C Preferred Stock shall forego the right to receive any dividends accruing from such Dividend Payment Date to the Effective Date.

(iii) If the Company exercises its Conversion Option and the Effective Date is on or after the close of business on any Dividend Record Date and prior to the close of business on the corresponding Dividend Payment Date, all dividends payable for such period with respect to the shares of Series C Preferred Stock called for a conversion on such date, shall be payable on such Dividend Payment Date to the holder of such shares of Series C Preferred Stock on such Dividend Record Date.

(h) **Conversion Rate Adjustments** . The Company shall adjust the conversion rate from time to time as follows:

(i) If the Company issues shares of Common Stock as a dividend or distribution on shares of Common Stock to all holders of Common Stock, or if the Company effects a share split or share combination, the conversion rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times OS_1 / OS_0$

where

$CR_0$ = the conversion rate in effect immediately prior to the ex-dividend date for such dividend or distribution, or the effective date of such share split or share combination;

$CR_1$ = the new conversion rate in effect immediately on and after the ex-dividend date for such dividend or distribution, or the effective date of such share split or share combination;

$OS_1$ = the number of shares of Common Stock outstanding immediately after such dividend or distribution, or the effective date of such share split or share combination; and

$OS_0$ = the number of shares of Common Stock outstanding immediately prior to such dividend or distribution, or the effective date of such share split or share combination.

Any adjustment made pursuant to this paragraph (i) shall become effective at the open of business on (x) the ex-dividend date for such dividend or other distribution or (y) the date on which such split or combination becomes effective, as applicable. If any dividend or distribution described in this paragraph (i) is declared but not so paid or made, the new conversion rate shall be readjusted to the conversion rate that would then be in effect if such dividend or distribution had not been declared.

(ii) If the Company distributes to all holders of Common Stock any rights, warrants or options entitling them, for a period expiring not more than 45 days after the date of issuance of such rights,

warrants or options, to subscribe for or purchase shares of Common Stock at a price per share that is less than the Closing Sale Price per share of Common Stock on the business day immediately preceding the time of announcement of such distribution, the Company shall adjust the conversion rate based on the following formula:

$CR_1 = CR_0 \times (OS_0 + X)/(OS_0 + Y)$

where

$CR_0$ = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

$CR_1$ = the new conversion rate in effect immediately on and after the ex-dividend date for such distribution;

$OS_0$ = the number of shares of Common Stock outstanding immediately prior to the ex-dividend date for such distribution;

X = the aggregate number of shares of Common Stock issuable pursuant to such rights, warrants or options; and

Y = the number of shares of Common Stock equal to the quotient of (A) the aggregate price payable to exercise such rights, warrants or options and (B) the average of the Closing Sale Price per share of Common Stock for the 10 consecutive Trading Days ending on the business day immediately preceding the date of announcement for the issuance of such rights, warrants or options.

For purposes of this paragraph (ii), in determining whether any rights, warrants or options entitle the holders of shares of Common Stock to subscribe for or purchase shares of Common Stock at less than the applicable Closing Sale Price per share of Common Stock, and in determining the aggregate exercise or conversion price payable for such shares of Common Stock, there shall be taken into account any consideration the Company receives for such rights, warrants or options and any amount payable on exercise or conversion thereof, with the value of such consideration, if other than cash, to be determined by the Company's board of directors. If any right, warrant or option described in this paragraph (ii) is not exercised or converted prior to the expiration of the exercisability or convertibility thereof, the Company shall adjust the new conversion rate to the conversion rate that would then be in effect if such right, warrant or option had not been so issued.

(iii) If the Company distributes shares of its capital stock, evidence of indebtedness or other assets or property to all holders of Common Stock, excluding (A) dividends, distributions, rights, warrants or options referred to in paragraph (i) or (ii) above; (B) dividends or distributions paid exclusively in cash; and (C) spin-offs, as described below in this paragraph (iii) then the Company shall adjust the conversion rate based on the following formula:

$CR_1 = CR_0 \times SP_0 /(SP_0 – FMV)$

where

$CR_0$ = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

$CR_1$ = the new conversion rate in effect immediately on and after the ex-dividend date for such distribution;

$SP_0$ = the average of the Closing Sale Price per share of Common Stock for the 10 consecutive Trading Days ending on the business day immediately preceding the ex-dividend date for such distribution; and

FMV = the fair market value (as determined in good faith by the Company's board of directors) of the shares of capital stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of Common Stock on the earlier of the record date or the ex-dividend date for such distribution;

provided that if "FMV" with respect to any distribution of shares of capital stock, evidences of indebtedness or other assets or property of the Company is equal to or greater than "$SP_0$" with respect to such distribution, then in lieu of the foregoing adjustment, adequate provision shall be made so that each holder of Series C Preferred Stock shall have the right to receive on the date such shares of capital stock, evidences of indebtedness or other assets or property of the Company are distributed to holders of Common Stock, for each share of Series C Preferred Stock, the amount of shares of capital stock, evidences of indebtedness or other assets or property of the Company such holder of Series C Preferred Stock would have received had such holder of Series C Preferred Stock owned a number of shares of Common Stock equal to a fraction the numerator of which is the product of the conversion rate in effect on the ex-dividend date for such distribution, and the aggregate liquidation preference of Series C Preferred Stock held by such holder and the denominator of which is twenty-five ($25.00).

An adjustment to the conversion rate made pursuant to the immediately preceding paragraph shall become effective on the ex-dividend date for such distribution.

If the Company distributes to all holders of Common Stock capital stock of any class or series, or similar equity interest, of or relating to one of the Company's subsidiaries or other business unit (a " **spin-off** ") the conversion rate in effect immediately before the 10th Trading Day from and including the effective date of the spin-off shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times (FMV_0 + MP_0) / MP_0$$

where

$CR_0$ = the conversion rate in effect immediately prior to the 10th Trading Day immediately following, and including, the effective date of the spin-off;

$CR_1$ = the new conversion rate in effect immediately on and after the 10th Trading Day immediately following, and including, the effective date of the spin-off;

$FMV_0$ = the average of the Closing Sale Prices per share of the capital stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock over the first 10 consecutive Trading Days after the effective date of the spin-off; and

$MP_0$ = the average of the Closing Sale Prices per share of Common Stock over the first 10 consecutive Trading Days after the effective date of the spin-off.

An adjustment to the conversion rate made pursuant to the immediately preceding paragraph shall occur on the 10th Trading Day from and including the effective date of the spin-off; provided that in respect of any conversion within the 10 Trading Days following the effective date of any spin-off, references within this paragraph (iii) to 10 Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed between the effective date of such spin-off and the Conversion Date in determining the applicable conversion rate.

If any such dividend or distribution described in this paragraph (iii) is declared but not paid or made, the new conversion rate shall be re-adjusted to be the conversion rate that would then be in effect if such dividend or distribution had not been declared.

(iv) If the Company makes any cash dividend or distribution to all holders of outstanding shares of Common Stock (excluding any dividend or distribution in connection with the Company's liquidation, dissolution or winding up) during any of its quarterly fiscal periods in an aggregate amount that, together with other cash dividends or distributions made during such quarterly fiscal period, exceeds the product of $0.28625 (subject to adjustment) (the " **reference dividend** "), multiplied by the number of shares of Common Stock outstanding on the record date for such distribution, the conversion rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times SP_0 / (SP_0 - C)$$

where

$CR_0$ = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

$CR_1$ = the new conversion rate in effect immediately after the ex-dividend date for such distribution;

$SP_0$ = the average of the Closing Sale Price per share of Common Stock for the 10 consecutive Trading Days ending on the business day immediately preceding the earlier of the record date or the day prior to the ex-dividend date for such distribution; and

C = the amount in cash per share that the Company distributes to holders of Common Stock that exceeds the reference dividend;

provided that if "C" with respect to any such cash dividend or distribution is equal to or greater than "$SP_0$" with respect to any such cash dividend or distribution, then in lieu of the foregoing adjustment, adequate provision shall be made so that each holder of Series C Preferred Stock shall have the right to receive on the date such cash is distributed to holders of Common Stock, for each share of Series C Preferred Stock, the amount of cash such holder of Series C Preferred Stock would have received had such holder of Series C Preferred Stock owned a number of shares of Common Stock equal to a fraction the numerator of which is the product of the conversion rate in effect on the ex-dividend date for such dividend or distribution, and the aggregate principal amount of Series C Preferred Stock held by such holder and the denominator of which is twenty-five ($25.00).

An adjustment to the conversion rate made pursuant to this paragraph (iv) shall become effective on the ex-dividend date for such dividend or distribution. If any dividend or distribution described in this paragraph (iv) is declared but not so paid or made, the new conversion rate shall be re-adjusted to the conversion rate that would then be in effect if such dividend or distribution had not been declared.

The reference dividend amount is subject to adjustment in a manner inversely proportional to adjustments to the conversion rate; provided that no adjustment shall be made to the reference dividend amount for any adjustment made to the conversion rate under this paragraph (iv).

Notwithstanding the foregoing, if an adjustment is required to be made under this paragraph (iv) as a result of a distribution that is not a quarterly dividend, the reference dividend amount shall be deemed to be zero.

(v) If the Company or any of its subsidiaries makes a payment in respect of a tender offer or exchange offer for shares of Common Stock to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Closing Sale Price per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender offer or exchange offer, the conversion rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times (AC + (SP_1 \times OS_1))/(SP_1 \times OS_0)$$

where

$CR_0$ = the conversion rate in effect on the day immediately following the date such tender or exchange offer expires;

$CR_1$ = the conversion rate in effect on the second day immediately following the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Company's board of directors) paid or payable for shares of Common Stock purchased in such tender or exchange offer;

$OS_0$ = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

$OS_1$ = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires (after giving effect to the purchase or exchange of shares pursuant to such tender or exchange offer); and

$SP_1$ = the Closing Sale Price per share of Common Stock for the Trading Day immediately following the date such tender or exchange offer expires.

If the application of the foregoing formula would result in a decrease in the conversion rate, no adjustment to the conversion rate shall be made.

Any adjustment to the conversion rate made pursuant to this paragraph (v) shall become effective on the second day immediately following the date such tender offer or exchange offer expires. If the Company or one of its subsidiaries is obligated to purchase shares of Common Stock pursuant to any such tender or exchange offer but is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the Company shall re-adjust the new conversion rate to be the conversion rate that would be in effect if such tender or exchange offer had not been made.

(vi) If the Company has in effect a rights plan while any shares of Series C Preferred Stock remain outstanding, holders of shares of Series C Preferred Stock shall receive, upon a conversion of such shares in respect of which the Company has elected to deliver shares of Common Stock, in addition to such shares of Common Stock, rights under the Company's stockholder rights agreement unless, prior to conversion, the rights have expired, terminated or been redeemed or unless the rights have separated from Common Stock. If the rights provided for in any rights plan that the Company's board of directors may adopt have separated from the Common Stock in accordance with the provisions of the applicable stockholder rights agreement so that holders of shares of Series C Preferred Stock would not be entitled to receive any rights in respect of Common Stock that the Company elects to deliver upon conversion of shares of Series C Preferred Stock, the Company shall adjust the conversion rate at the time of separation as if the Company had distributed to all holders of the Company's capital stock, evidences of indebtedness or other assets or property pursuant to paragraph (iii) above, subject to readjustment upon the subsequent expiration, termination or redemption of the rights.

(vii) Notwithstanding the foregoing, in the event of an adjustment to the conversion rate pursuant to paragraphs (iv) and (v) above, in no event shall the conversion rate exceed 0.6197 shares of Common Stock per $25.00 liquidation preference, subject to adjustment pursuant to paragraphs (i), (ii) and (iii) above. In no event shall the Conversion Price be reduced below $0.01, subject to adjustment for share splits and combinations and similar events.

(viii) The Company shall not make any adjustment to the conversion rate if holders of shares of Series C Preferred Stock are permitted to participate, on an as-converted basis, in the transactions described in paragraphs (i) through (vi) above.

(ix) The conversion rate shall not be adjusted except as specifically set forth in this Section 8 to these Articles Supplementary. Without limiting the foregoing, the conversion rate shall not be adjusted for (A) the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities or those of the Operating Partnership and the investment of additional optional amounts in shares of Common Stock under any plan; (B) the issuance of any shares of Common Stock or options or rights to purchase such shares pursuant to any of the Company's present or future employee, director, trustee or consultant benefit plan, employee agreement or arrangement or program or those of the Operating Partnership; (C) the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the date shares of Series C Preferred Stock were first issued; (D) a change in the par value of Common Stock; (E) accumulated and unpaid dividends or distributions; and (F) the issuance of limited partnership units by the Operating Partnership and the issuance of shares of Common Stock or the payment of cash upon redemption thereof.

(x) No adjustment in the conversion rate shall be required unless the adjustment would require an increase or decrease of at least 1% of the conversion rate. If the adjustment is not made because the adjustment does not change the conversion rate by at least 1%, then the adjustment that is not made

shall be carried forward and taken into account in any future adjustment. All required calculations shall be made to the nearest cent or 1/1000th of a share, as the case may be. Notwithstanding the foregoing, if the shares of Series C Preferred Stock are called for redemption, all adjustments not previously made shall be made on the applicable redemption date.

(xi) Except as described in this Section 8 of these Articles Supplementary, the Company shall not adjust the conversion rate for any issuance of shares of Common Stock or any securities convertible into or exchangeable or exercisable for shares of Common Stock or rights to purchase shares of Common Stock or such convertible, exchangeable or exercisable securities.

(i) **Effect of Business Combinations** . In the case of the following events (each a " **business combination** "):

(i) any recapitalization, reclassification or change of Common Stock (other than changes resulting from a subdivision or combination);

(ii) a consolidation, merger or combination involving the Company;

(iii) a sale, conveyance or lease to another corporation of all or substantially all of the Company's property and assets (other than to one or more of the Company's subsidiaries); or

(iv) a statutory share exchange,

in each case, as a result of which holders of Common Stock are entitled to receive stock, other securities, other property or assets (including cash or any combination thereof) with respect to or in exchange for Common Stock, a holder of shares of Series C Preferred Stock shall be entitled thereafter to convert such shares of Series C Preferred Stock into the kind and amount of stock, other securities or other property or assets (including cash or any combination thereof) which the holder of shares of Series C Preferred Stock would have owned or been entitled to receive upon such business combination as if such holder of shares of Series C Preferred Stock held a number of shares of Common Stock equal to the conversion rate in effect on the effective date for such business combination, multiplied by the number of shares of Series C Preferred Stock held by such holder of shares of Series C Preferred Stock. If such business combination also constitutes a Fundamental Change, a holder of shares of Series C Preferred Stock converting such shares shall not receive a make-whole premium pursuant to Section 8(k) hereof if such holder does not convert its shares of Series C Preferred Stock "in connection with" (as described in Section 8(k)(i)) the relevant Fundamental Change. In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in such business combination, the Company shall make adequate provision whereby the holders of shares of Series C Preferred Stock shall have a reasonable opportunity to determine the form of consideration into which all of the shares of Series C Preferred Stock, treated as a single class, shall be convertible from and after the effective date of such business combination. Such determination shall be based on the weighted average of elections made by the holders of shares of Series C Preferred Stock who participate in such determination, shall be subject to any limitations to which all holders of Common Stock are subject, such as pro rata reductions applicable to any portion of the consideration payable in such business combination, and shall be conducted in such a manner as to be completed by the date which is the earliest of (1) the deadline for elections to be made by holders of Common Stock and (2) two business days prior to the anticipated effective date of the business combination.

The Company shall provide notice of the opportunity to determine the form of such consideration, as well as notice of the determination made by the holders of shares of Series C Preferred Stock (and the weighted average of elections), by posting such notice with DTC and providing a copy of such notice to the Company's transfer agent. If the effective date of a business combination is delayed beyond the initially anticipated effective date, the holders of shares of Series C Preferred Stock shall be given the opportunity to make subsequent similar determinations in regard to such delayed effective date. The Company may not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a holder of shares of Series C Preferred Stock to convert such holder's shares of Series C Preferred Stock into shares of Common Stock prior to the effective date of such business combination.

(j) **Optional Increase to Conversion Rate** . To the extent permitted by law, the Company may, from time to time, increase the conversion rate for a period of at least 20 days if the Company's board of directors determines that such an increase would be in the Company's best interests. Any such determination by the Company's board of directors shall be conclusive. In addition, the Company may increase the conversion rate if the Company's board of directors deems it advisable to avoid or diminish any income tax to holders of Common Stock resulting from any distribution of Common Stock or similar event. The Company shall give holders of shares of Series C Preferred Stock at least 15 business days' notice of any increase in the conversion rate.

(k) **Adjustment to Conversion Rate upon Certain Fundamental Changes** . The Company shall adjust the conversion rate from time to time as follows:

(i) If, on or prior to April 10, 2014, a Fundamental Change takes place and a holder converts the Series C Preferred Stock in connection with such Fundamental Change, the Company shall increase, as described below, the conversion rate applicable to shares that are surrendered for conversion. A conversion of the Series C Preferred Stock shall be deemed for these purposes to be "in connection with" a Fundamental Change if the Conversion Date occurs from and including the effective date of such Fundamental Change to, and including, the Fundamental Change Conversion Date (as defined in Section 8(l)(vii)) for that Fundamental Change.

(ii) The Company shall also give notice by mail or by publication (with subsequent prompt notice by mail) to holders of Series C Preferred Stock of the anticipated effective date of any proposed Fundamental Change which shall occur on or prior to April 10, 2014. The Company shall make this mailing or publication at least 15 days before the anticipated effective date of the Fundamental Change. In addition, no later than the third business day after the completion of such Fundamental Change, the Company shall make an additional notice announcing such completion.

(iii) If a holder elects to convert in connection with a Fundamental Change on or prior to April 10, 2014, the Company shall increase the Conversion Rate by reference to the table below, based on the date when the Fundamental Change becomes effective (the " **effective date** "), and the applicable price. If the Fundamental Change is a transaction or series of related transactions and the consideration (excluding cash payments for fractional shares or pursuant to statutory appraisal rights) for Common Stock in the Fundamental Change consists solely of cash, then the applicable price shall be the cash amount paid per share of Common Stock in the transaction. If the transaction is an asset sale and the consideration paid for the Company's property and assets (or for the property and assets of the Company and its subsidiaries on a consolidated basis) consists solely of cash, then the applicable price shall be the cash amount paid for the Company's property and assets, expressed as an amount per share of Common Stock outstanding on the effective date of the asset sale. In all other cases, the applicable price shall be the average of the Closing Sale Price per share of Common Stock for the ten consecutive Trading Days immediately preceding the effective date. The Company's board of directors shall make appropriate adjustments, in its good faith determination, to account for any adjustment to the conversion rate that becomes effective, or any event requiring an adjustment to the conversion rate where the ex-dividend date of the event occurs, at any time during those ten consecutive Trading Days.

(iv) The following table sets forth the number of additional shares of Common Stock per $25.00 liquidation preference of Series C Preferred Stock that shall be added to the Conversion Rate applicable to Series C Preferred Stock that are converted in connection with a Fundamental Change (the " **make-whole premium** "). If an event occurs that requires an adjustment to the Conversion Rate, the Company shall, on the date the Company must adjust the Conversion Rate, adjust each applicable price set forth in the column headers of the table below by multiplying the applicable price in effect immediately before the adjustment by a fraction (A) whose numerator is the Conversion Rate in effect immediately before the adjustment; and (B) whose denominator is the adjusted Conversion Rate.

In addition, the Company shall adjust the number of additional shares in the table below in the same manner in which, and for the same events for which, the Company must adjust the Conversion Rate as described in Section 8(h).

**Number of Additional Shares of Common Stock Issuable**

**per $25.00 Liquidation Preference**

| | Common Stock Share Price | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Effective Date** | **$40.34** | **$45.00** | **$50.00** | **$55.00** | **$60.00** | **$65.00** | **$70.00** | **$75.00** | **$80.00** | **$85.00** | **$90.00** |
| April 10, 2007 | 0.1033 | 0.0784 | 0.0573 | 0.0416 | 0.0297 | 0.0208 | 0.0141 | 0.0091 | 0.0054 | 0.0028 | 0.0011 |
| March 31, 2008 | 0.1033 | 0.0768 | 0.0557 | 0.0401 | 0.0284 | 0.0197 | 0.0132 | 0.0083 | 0.0049 | 0.0024 | 0.0008 |
| March 31, 2009 | 0.1033 | 0.0746 | 0.0535 | 0.0379 | 0.0265 | 0.0180 | 0.0118 | 0.0072 | 0.0040 | 0.0018 | 0.0004 |
| March 31, 2010 | 0.1033 | 0.0721 | 0.0507 | 0.0351 | 0.0237 | 0.0155 | 0.0097 | 0.0056 | 0.0028 | 0.0010 | 0.0000 |
| March 31, 2011 | 0.1033 | 0.0698 | 0.0474 | 0.0311 | 0.0196 | 0.0117 | 0.0064 | 0.0030 | 0.0010 | 0.0000 | 0.0000 |
| March 31, 2012 | 0.1033 | 0.0693 | 0.0459 | 0.0281 | 0.0143 | 0.0059 | 0.0019 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| March 31, 2013 | 0.1033 | 0.0693 | 0.0459 | 0.0281 | 0.0143 | 0.0053 | 0.0019 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| March 31, 2014 | 0.1033 | 0.0693 | 0.0459 | 0.0281 | 0.0143 | 0.0053 | 0.0019 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| April 10, 2014 | 0.1033 | 0.0693 | 0.0459 | 0.0281 | 0.0143 | 0.0053 | 0.0019 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |

(v) The exact applicable share price and effective date may not be set forth in the table above, in which case (A) if the actual applicable share price is between two applicable prices listed in the table above, or the actual effective date is between two dates listed in the table above, the Company shall determine the number of additional shares by linear interpolation between the numbers of additional shares set forth for the two applicable prices, or for the two dates based on a 365-day year, as applicable; (B) if the actual applicable price is greater than $90.00 per share (subject to adjustment), the Company shall not increase the Conversion Rate as described above and no additional shares shall be issuable upon conversion; and (C) if the actual applicable price is less than $40.34 per share (subject to adjustment), the Company shall not increase the Conversion Rate as described above and no additional shares shall be issuable upon conversion.

(vi) The Company shall not increase the Conversion Rate as described in this Section 8(k) of these Articles Supplementary to the extent the increase will cause the Conversion Rate to exceed 0.6197, *provided* the Company shall adjust this maximum conversion rate in the same manner in which, and for the same events for which, the Company must adjust the Conversion Rate as described in Section 8(h).

(l) **Special Conversion Right of Series C Preferred Stock upon a Fundamental Change; Company Repurchase Right.**

(i) On or prior to April 10, 2014, in the event of a Fundamental Change, when the applicable price of Common Stock described in Section 8(k)(iii) of these Articles Supplementary is less than $40.34 per share, then each holder of Series C Preferred Stock shall have the special right (the " **Fundamental Change Conversion Right** "), in addition to any other applicable conversion right, to convert some or all of the Series C Preferred Stock on the relevant Fundamental Change Conversion Date into a number of shares of Common Stock per $25.00 liquidation preference equal to such liquidation preference plus an amount equal to accrued and unpaid dividends to, but not including, such Fundamental Change Conversion Date, divided by 98% of the Market Price of Common Stock (the " **Fundamental Change Conversion Rate** "). The Market Price of Common Stock shall be determined prior to the applicable Fundamental Change Conversion Date. A holder of Series C Preferred Stock which has elected to convert such shares otherwise than pursuant to the Fundamental Change Conversion Right shall not be able to exercise the Fundamental Change Conversion Right.

(ii) If a holder of Series C Preferred Stock elects to convert Series C Preferred Stock as described in Section 8(l)(i) of these Articles Supplementary, the Company may elect, in lieu of that conversion, to repurchase for cash some or all of such Series C Preferred Stock at a repurchase price (the **"Fundamental Change Repurchase Price"** ) equal to 100% of the liquidation preference of the Series C Preferred Stock to be repurchased plus an amount equal to accrued and unpaid dividends to, but not including, such Fundamental Change Conversion Date, or the Fundamental Change Repurchase Price; *provided* that if the relevant Fundamental Change Conversion Date is on a date that is after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, the Company shall pay such dividends to the holder of record on the corresponding Dividend Record Date, and the Fundamental Change Repurchase Price shall be equal to 100% of the liquidation preference of the Series C Preferred Stock to be repurchased.

(iii) If the Company elects to repurchase Series C Preferred Stock that would otherwise be converted into Common Stock on a Fundamental Change Conversion Date, such Series C Preferred Stock shall not be converted into Common Stock and the holder of such shares shall be entitled to receive the Fundamental Change Repurchase Price in cash from the Company.

(iv) The aggregate number of shares of Common Stock issuable in connection with the exercise of the Fundamental Change Conversion Right may not exceed 7.3 million shares of Common Stock (or 8.4 million shares of Common Stock if the underwriter of the Company's offering of the Series C Preferred Stock exercises its over-allotment option in full) or such other number of shares of Common Stock as shall then be authorized and available for issuance. If the number of shares of Common Stock issuable upon such conversion would exceed 7.3 million or 8.4 million shares of Common Stock, as the case may be, or such other number of shares of Common Stock as shall then be authorized and available for issuance, the Company shall have the option to satisfy the remainder of such conversion in shares of Common Stock that are authorized for issuance in the future. The Company shall use its best efforts to have any such additional number of shares of Common Stock authorized for issuance within 180 days of the Fundamental Change Conversion Date.

(v) Within 15 days after the occurrence of a Fundamental Change, the Company shall provide to the holder of Series C Preferred Stock and the Company's transfer agent a notice of the occurrence of the Fundamental Change and of the resulting repurchase right. Such notice shall state (A) the events constituting the Fundamental Change; (B) the date of the Fundamental Change; (C) the last date on which the holder of Series C Preferred Stock may exercise the Fundamental Change Conversion Right; (D) to the extent applicable, the Fundamental Change Conversion Rate and the Fundamental Change Repurchase Price; (E) that the Company may elect to repurchase some or all of the Series C Preferred Stock as to which the Fundamental Change Conversion Right may be exercised; (F) the method of calculating the Market Price of Common Stock; (G) the Fundamental Change Conversion Date; (H) the name and address of the paying agent and the conversion agent; (I) the Conversion Rate and any adjustment to the Conversion Rate that shall result from the Fundamental Change; (J) that Series C Preferred Stock as to which the Fundamental Change Conversion Right has been exercised may be converted at the applicable Conversion Rate, if otherwise convertible, only if the notice of exercise of the Fundamental Change Conversion Right has been properly withdrawn; and (K) the procedures that the holder of Series C Preferred Stock must follow to exercise the Fundamental Change Conversion Right.

(vi) The Company shall also issue a press release for publication on the Dow Jones & Company, Inc., Business Wire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Trading Day following any date on which the Company provides such notice to the holders of Series C Preferred Stock.

(vii) The Fundamental Change Conversion Date shall be a date no less than 20 days nor more than 35 days after the date on which the Company gives the notice described in Section 8(l)(v) of these Articles Supplementary. To exercise the Fundamental Change Conversion Right, the holder of Series C Preferred Stock shall deliver, on or before the close of business on the Fundamental Change Conversion Date, the Series C Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. The conversion notice shall state (A) the relevant Fundamental Change Conversion Date; (B) the number of Series C Preferred Stock to be converted; and (C) that the Series C Preferred Stock are to be converted pursuant to the applicable provisions of the Series C Preferred Stock. Notwithstanding the foregoing, if the Series C Preferred Stock is held in global form, the conversion notice shall comply with applicable DTC procedures.

(viii) Holders of Series C Preferred Stock may withdraw any notice of exercise of its Fundamental Change Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the business day prior to the Fundamental Change Conversion Date. The notice of withdrawal shall state (A) the number of withdrawn shares of Series C Preferred Stock; (B) if certificated shares of Series C Preferred Stock have been issued, the certificate numbers of the withdrawn shares of Series C Preferred Stock; and (C) the number of shares of

the Series C Preferred Stock, if any, which remains subject to the conversion notice. Notwithstanding the foregoing, if the Series C Preferred Stock is held in global form, the notice of withdrawal shall comply with applicable DTC procedures.

(ix) Series C Preferred Stock as to which the Fundamental Change Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into shares of Common Stock in accordance with the Fundamental Change Conversion Right on the Fundamental Change Conversion Date, unless the Company has elected to repurchase such Series C Preferred Stock.

(x) The holder of any shares of Series C Preferred Stock which the Company has elected to repurchase and as to which the conversion election has not been properly withdrawn shall receive payment of the Fundamental Change Repurchase Price promptly following the later of the Fundamental Change Conversion Date or the time of book-entry transfer or delivery of the Series C Preferred Stock. If the paying agent holds cash sufficient to pay the Fundamental Change Repurchase Price of the Series C Preferred Stock on the business day following the Fundamental Change Conversion Date, then (A) the Series C Preferred Stock shall cease to be outstanding and dividends shall cease to accrue (whether or not book-entry transfer of the Series C Preferred Stock is made or whether or not the Series C Preferred Stock certificate is delivered to the Company's transfer agent); and (B) all of the other rights of the holder of Series C Preferred Stock shall terminate (other than the right to receive the Fundamental Change Repurchase Price upon delivery or transfer of the Series C Preferred Stock).

SECTION 9. **Record Holders** . The Company and its transfer agent may deem and treat the record holder of any Series C Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

SECTION 10. **No Maturity or Sinking Fund.** The Series C Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series C Preferred Stock; provided, however, that the Series C Preferred Stock owned by a stockholder in excess of the Ownership Limit shall be subject to the provisions of Section 5 and Section 7 of these Articles Supplementary.

SECTION 11. **Exclusion of Other Rights.** The Series C Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

SECTION 12. **Headings of Subdivisions.** The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

SECTION 13. **Severability of Provisions.** If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series C Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series C Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series C Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

SECTION 14. **No Preemptive Rights.** No holder of Series C Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

**FOURTH:** The Series C Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

**FIFTH:** These Articles Supplementary have been approved by the Board in the manner and by the vote required by law.

**SIXTH:** These Articles Supplementary shall be effective at the time the State Department of Assessments and Taxation of Maryland accepts these Articles Supplementary for record.

**SEVENTH:** The undersigned Chief Executive Officer of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and attested to by its General Counsel and Assistant Secretary as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ Michael F. Foust
Name: Michael F. Foust
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: General Counsel and Assistant Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES OF AMENDMENT**

Digital Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST : The charter of the Corporation (the "Charter") is hereby amended by deleting therefrom in their entirety the first two sentences of Section 5.1 of Article V and inserting in lieu thereof two new sentences to read as follows:

> The Corporation has authority to issue 155,000,000 shares of stock, consisting of 125,000,000 shares of Common Stock, $.01 par value per share ("Common Stock"), and 30,000,000 shares of Preferred Stock, $.01 par value per share ("Preferred Stock"). The aggregate par value of all authorized shares of stock having par value is $1,550,000.

SECOND : The total number of shares of stock which the Corporation had authority to issue immediately prior to the foregoing amendment of the Charter was 120,000,000 shares of stock, consisting of 100,000,000 shares of Common Stock, $.01 par value per share, and 20,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value was $1,200,000.

THIRD : The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment of the Charter is 155,000,000 shares of stock, consisting of 125,000,000 shares of Common Stock, $.01 par value per share, and 30,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value is $1,550,000.

FOURTH : The information required by Section 2-607(b)(2)(i) of the Maryland General Corporation Law (the "MGCL") is not changed by the foregoing amendment of the Charter.

FIFTH : The foregoing amendment of the Charter was approved by a majority of the entire Board of Directors of the Corporation as required by law and was limited to a change expressly authorized by Section 2-105(a)(12) of the MGCL without any action by the stockholders of the Corporation.

SIXTH *:* The undersigned President acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters of facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed under seal in its name and on its behalf by its Senior Vice President and attested to by its Assistant Secretary on this 30th day of January, 2008.

ATTEST:

/s/ Joshua Mills
Name: Joshua Mills
Title: Assistant Secretary

DIGITAL REALTY TRUST, INC.

By: /s/ James Trout (SEAL)
Name: James Trout
Title: Senior Vice President

**DIGITAL REALTY TRUST, INC.**
**ARTICLES SUPPLEMENTARY**
**13,800,000 SHARES OF**
**5.500% SERIES D CUMULATIVE CONVERTIBLE PREFERRED STOCK**

**FEBRUARY 5, 2008**

Digital Realty Trust, Inc., a Maryland corporation (the " **Company** "), hereby certifies to the State Department of Assessments and Taxation of Maryland (the " **Department** ") that:

**FIRST:** Pursuant to the authority expressly vested in the Board of Directors of the Company (the " **Board of Directors** ") by Article IV of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (the " **Charter** ") and Section 2-105 of the Maryland General Corporation Law (the " **MGCL** "), the Board of Directors, by resolutions duly adopted on January 28, 2008, has authorized the classification and designation of up to 12,000,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of the authorized but unissued preferred stock of the Company, par value $.01 per share (" **Preferred Stock** "), as a separate class of Preferred Stock, the issuance of a maximum of 12,000,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of such class of Preferred Stock, and, pursuant to the powers contained in the Bylaws of the Company and the MGCL, appointed a committee (the " **Committee** ") of the Board of Directors and delegated to the Committee, to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, up to a maximum of 12,000,000 shares (plus up to an additional 15% to cover any underwriter over-allotment option) of Preferred Stock, (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department, and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

**SECOND:** The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "5.500% Series D Cumulative Convertible Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 5.500% Series D Cumulative Convertible Preferred Stock, and authorizing the issuance of up to 12,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 5.500% Series D Cumulative Convertible Preferred Stock.

**THIRD:** The designation, number of shares, preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock

of the Company designated as 5.500% Series D Cumulative Convertible Preferred Stock are as follows (the " **Series D Terms** "), which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

SECTION 1. **Designation and Number** . A series of Preferred Stock, designated the "5.500% Series D Cumulative Convertible Preferred Stock" (the " **Series D Preferred Stock** "), is hereby established. The number of shares of Series D Preferred Stock shall be 13,800,000.

SECTION 2. **Rank** . The Series D Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (i) senior to all classes or series of the Company's common stock, par value $.01 per share (the " **Common Stock** "), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series D Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (ii) on parity with the Series A Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series B Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series C Cumulative Convertible Preferred Stock, par value $0.01 per share, of the Company and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series D Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (iii) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series D Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term " **capital stock** " does not include convertible or exchangeable debt securities, which will rank senior to the Series D Preferred Stock prior to conversion or exchange. The Series D Preferred Stock will rank junior in right of payment to the Company's other existing and future debt obligations.

SECTION 3. **Dividends** .

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series D Preferred Stock as to dividends, the holders of shares of the Series D Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 5.500% per annum of the $25.00 liquidation preference per share of the Series D Preferred Stock (equivalent to the fixed annual amount of $1.375 per share of the Series D Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series D Preferred Stock are issued (the " **Original Issue Date** ") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing March 31, 2008; *provided , however* , that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid on the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment

Date to such next succeeding Business Day. The amount of any dividend payable on the Series D Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series D Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series D Preferred Stock that is outstanding on such date. " **Dividend Record Date** " shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. " **Dividend Payment Date** " shall mean the last calendar day of each March, June, September and December, commencing on March 31, 2008. " **Dividend Period** " shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include March 31, 2008, and other than the Dividend Period during which any shares of Series D Preferred Stock shall be redeemed pursuant to Section 5, which shall end on and include the day preceding the call date with respect to the shares of Series D Preferred Stock being redeemed).

The term " **Business Day** " shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series D Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series D Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series D Preferred Stock as to dividends and upon liquidation) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series D Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series D Preferred Stock as to dividends and upon liquidation, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 7 hereof), unless full cumulative dividends on the Series D Preferred Stock for all past dividend periods shall have been or contemporaneously

are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) upon the Series D Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series D Preferred Stock, all dividends declared upon the Series D Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series D Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series D Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series D Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series D Preferred Stock which may be in arrears.

(e) Holders of shares of Series D Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of stock, in excess of full cumulative dividends on the Series D Preferred Stock as provided herein. Any dividend payment made on the Series D Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remains payable. Accrued but unpaid distributions on the Series D Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

SECTION 4. **Liquidation Preference** .

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, junior to the Series D Preferred Stock, the holders of shares of Series D Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series D Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to liquidation rights, on parity with the Series D Preferred Stock in the distribution of assets, then the holders of the Series D Preferred Stock and each such other class or series of shares of capital stock ranking, as to voluntary or involuntary liquidation rights, on parity with the Series D Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the

amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series D Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series D Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series D Preferred Stock shall not be added to the Company's total liabilities.

SECTION 5. **Redemption** .

(a) The Company shall have the right to redeem shares of the Series D Preferred Stock in order to preserve the Company's status as a REIT for federal tax purposes, in whole or in part, at any time or from time to time, for cash at a redemption price equal to 100% of the liquidation preference of the Series D Preferred Stock to be redeemed plus an amount equal to all accrued and unpaid dividends up to, but not including, the date fixed for redemption, without interest; provided that if the redemption date is on a date that is after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, the Company shall pay such dividends to the holder of record of such shares of Series D Preferred Stock on the Dividend Record Date, and the redemption price shall be equal to 100% of the liquidation preference of the Series D Preferred Stock to be redeemed.

(b) If fewer than all of the outstanding shares of Series D Preferred Stock are to be redeemed, the shares of Series D Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot or by any other equitable method determined by the Company that will not result in a violation of the Ownership Limit and the Aggregate Stock Ownership Limit (each, as defined in Section 7(a)). If redemption is to be by lot and, as a result, any holder of shares of Series D Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each, as defined in Section 7(a)) in excess of the Ownership Limit (as defined in Section 7(a)), the Aggregate Stock Ownership Limit or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 7(i) because such holder's shares of Series D Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series D Preferred Stock of such holder such that no holder will hold an amount of Series D Preferred Stock in excess of the applicable ownership limit subsequent to such redemption. Holders of Series D Preferred Stock to be redeemed shall surrender such Series D Preferred Stock at the place designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends

payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series D Preferred Stock has been given, (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series D Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series D Preferred Stock, such shares of Series D Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as no dividends are in arrears, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series D Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series D Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) [Intentionally Omitted.]

(d) [Intentionally Omitted.]

(e) [Intentionally Omitted.]

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series D Preferred Stock at the close of business on such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series D Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series D Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series D Preferred Stock redeemed or repurchased pursuant to this Section 5 shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series D Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided, however, that the Series D Preferred Stock owned by a stockholder in excess of the Ownership Limit shall be subject to the provisions of this Section 5 and Section 7 of these Articles Supplementary.

SECTION 6. **Voting Rights** .

(a) Holders of the Series D Preferred Stock shall not have any voting rights, except as set forth in this Section 6.

(b) Whenever dividends on any shares of Series D Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a **"Preferred Dividend**

**Default** "), the holders of such Series D Preferred Stock (voting together as a single class with all other classes or series of preferred stock of the Company upon which like voting rights have been conferred and are exercisable (" **Parity Preferred** "), including the Series A Cumulative Redeemable Preferred Stock, the Series B Cumulative Redeemable Preferred Stock and the Series C Cumulative Convertible Preferred Stock of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the " **Preferred Directors** ") until all dividends accumulated on such Series D Preferred Stock and Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualifies or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification or removal. The election will take place at (i) either (a) a special meeting called in accordance with Section 6(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (b) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series D Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series D Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly dividend periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series D Preferred Stock and Parity Preferred, a special meeting of the holders of Series D Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series D Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series D Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series D Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series D Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series D Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a

quorum, subject to the provisions of any applicable law, a majority of the holders of the Series D Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series D Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series D Preferred Stock and all classes or series of Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment, the right of the holders of Series D Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series D Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 6(b) (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series D Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series D Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series D Preferred Stock and each other class or series of preferred stock ranking on parity with the Series D Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company upon which like voting rights have been conferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting as a single class) will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series D Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Company or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such capital stock; or (ii) amend, alter or repeal the provisions of the Charter or the terms of the Series D Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an " **Event** "), so as to materially and adversely affect any right, preference, privilege or voting power of the Series D Preferred Stock; *provided however* , with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series D Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series D Preferred Stock, and in such case such holders shall not have any

voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series D Preferred Stock receive the greater of the full trading price of the Series D Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series D Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. Holders of shares of Series D Preferred Stock shall not be entitled to vote with respect to: (a) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (b) any increase in the number of authorized shares of Series D Preferred Stock or the creation or issuance of any other class or series of capital stock, or (c) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (a), (b) or (c) above ranking on parity with or junior to the Series D Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series D Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series D Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series D Preferred Stock.

(g) The foregoing voting provisions of this Section 6 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series D Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series D Preferred Stock may vote (as expressly provided herein), each share of Series D Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

SECTION 7. **Restrictions on Ownership and Transfer to Preserve Tax Benefit** .

(a) **Definitions** . For the purposes of Section 5 and this Section 7 of these Articles Supplementary, the following terms shall have the following meanings:

" **Aggregate Stock Ownership Limit** " has the meaning set forth in Article 6 of the Charter.

" **Beneficial Ownership** " shall mean ownership of Series D Preferred Stock by a Person who is or would be treated as an owner of such Series D Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856 (h)(1) (b) and 856 (h)(3) of the Code. The terms " **Beneficial Owner** ," " **Beneficially Owns** " and "Beneficially Owned" shall have the correlative meanings.

" **Capital Stock** " has the meaning set forth in Article 6 of the Charter.

" **Charitable Beneficiary** " shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 7(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(a), 170(c)(2) and 501(c)(3) of the Code.

“ **Code** ” shall mean the Internal Revenue Code of 1986, as amended. All Section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

“ **Common Stock Ownership Limit**” has the meaning set forth in Article 6 of the Charter.

“ **Constructive Ownership** ” shall mean ownership of Series D Preferred Stock by a Person who is or would be treated as an owner of such Series D Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms “ **Constructive Owner** ,” “ **Constructively Owns** ” and “ **Constructively Owned** ” shall have the correlative meanings.

“ **Individual** ” means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

“ **IRS** ” means the United States Internal Revenue Service.

“ **Market Price** ” shall mean the last reported sales price reported on the NYSE of the Series D Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series D Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series D Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series D Preferred Stock may be traded, or if the Series D Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series D Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

“ **NYSE** ” means the New York Stock Exchange, Inc.

“ **Ownership Limit** ” shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series D Preferred Stock of the Company. The number and value of shares of outstanding Series D Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

“ **Person** ” shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series D Preferred Stock provided that the ownership of such shares of Series D Preferred Stock by such underwriter would not result in the Company being “closely held” within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

“ **Purported Beneficial Transferee** ” shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 7(b)(ii) of these

Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series D Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

" **Purported Record Transferee**" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 7(b)(ii) of these Articles Supplementary, the record holder of the Series D Preferred Stock if such Transfer had been valid under Section 7(b)(i) of these Articles Supplementary.

" **REIT** " shall mean a real estate investment trust under Sections 856 through 860 of the Code.

" **Restriction Termination Date** " shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

" **Transfer** " shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series D Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series D Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series D Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights) convertible into or exchangeable for Series D Preferred Stock, whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series D Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

" **Trust** " shall mean each of the trusts provided for in Section 7(c) of these Articles Supplementary.

" **Trustee** " shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers.

(i) Prior to the Restriction Termination Date, but subject to Section 7(l):

(A) except as provided in Section 7(i) of these Articles Supplementary, (1) no Person shall Beneficially Own Series D Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 7(i) of these Articles Supplementary, (1) no Person shall Constructively Own Series D Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively own shares of Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) except as provided in Section 7(i) of these Articles Supplementary, no Person shall Beneficially or Constructively Own Series D Preferred Stock which, taking into account the Common Stock of the Company into which it is convertible and any other Common Stock of the Company Beneficially or Constructively owned by such Person, would result in the Person's ownership of Common Stock in violation of the Common Stock Ownership Limit;

(D) no Person shall Beneficially Own or Constructively Own Series D Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(b) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series D Preferred Stock in violation of Section 7(b)(i) of these Articles Supplementary, (i) then that number of shares of Series D Preferred Stock that otherwise would cause such Person to violate Section 7(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 7(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (ii) if, for any reason, the transfer to the Trust described in clause (i) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series D Preferred Stock in violation of Section 7(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series D Preferred Stock that otherwise would cause any Person to violate Section 7(b)(i) shall be void ab initio, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 7(l) and prior to the Restriction Termination Date, any Transfer of Series D Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio, and the intended transferee shall acquire no rights in such Series D Preferred Stock.

(c) Transfers of Series D Preferred Stock in Trust.

(i) Upon any purported Transfer or other event described in Section 7(b)(ii) of these Articles Supplementary, such Series D Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be

deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 7(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 7(c)(vi) of these Articles Supplementary.

(ii) Series D Preferred Stock held by the Trustee shall be issued and outstanding Series D Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series D Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series D Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series D Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series D Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series D Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series D Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series D Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (i) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series D Preferred Stock prior to the discovery by the Company that the Series D Preferred Stock has been transferred to the Trustee and (ii) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series D Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within twenty (20) days of receiving notice from the Company that shares of Series D Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series D Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series D Preferred Stock will not violate the ownership limitations set forth in Section 7(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series D Preferred Stock sold shall

terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 7(c)(iv). The Purported Record Transferee shall receive the lesser of (i) the price paid by the Purported Record Transferee for the shares of Series D Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series D Preferred Stock at Market Price, the Market Price of such shares of Series D Preferred Stock on the day of the event which resulted in the transfer of such shares of Series D Preferred Stock to the Trust) and (ii) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series D Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 7(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series D Preferred Stock have been transferred to the Trustee, such shares of Series D Preferred Stock are sold by a Purported Record Transferee then (i) such shares of Series D Preferred Stock shall be deemed to have been sold on behalf of the Trust and (ii) to the extent that the Purported Record Transferee received an amount for such shares of Series D Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 7(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series D Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (i) the price paid by the Purported Record Transferee for the shares of Series D Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series D Preferred Stock at Market Price, the Market Price of such shares of Series D Preferred Stock on the day of the event which resulted in the transfer of such shares of Series D Preferred Stock to the Trust) and (ii) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 7(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series D Preferred Stock held in the Trust pursuant to Section 7(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series D Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series D Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series D Preferred Stock held in the Trust would not violate the restrictions set forth in Section 7(b)(i) in the hands of such Charitable Beneficiary.

(d) **Remedies For Breach** . If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 7(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series D Preferred Stock of the Company in violation of Section 7(b) of these Articles Supplementary, the Board of Directors or the Committee or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series D Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 7(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 7(b)(ii) and any Transfer in violation of Section 7(b)(iii) shall automatically be void ab initio irrespective of any action (or non-action) by the Board of Directors.

(e) **Notice of Restricted Transfer** . Any Person who acquires or attempts to acquire shares of Series D Preferred Stock in violation of Section 7(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 7(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) **Owners Required To Provide Information** . Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series D Preferred Stock and each Person (including the stockholder of record) who is holding Series D Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) **Remedies Not Limited** . Nothing contained in these Articles Supplementary (but subject to Section 7(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) **Ambiguity** . In the case of an ambiguity in the application of any of the provisions of this Section 7 of these Articles Supplementary, including any definition contained in Section 7(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 7 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 7(l) of these Articles Supplementary). In the event Section 7 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to

determine the action to be taken so long as such action is not contrary to the provisions of Section 7. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 7(b)) acquired Beneficial or Constructive Ownership of Series D Preferred Stock in violation of Section 7(b)(i), such remedies (as applicable) shall apply first to the shares of Series D Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series D Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series D Preferred Stock based upon the relative number of the shares of Series D Preferred Stock held by each such Person.

(i) Exceptions.

(i) Subject to Section 7(b)(i)(D), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series D Preferred Stock in violation of Section 7(b)(i)(A) or Section 7(b)(i)(C) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 7(b)(i)(D), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series D Preferred Stock in violation of Section 7(b)(i)(B) or Section 7(b)(i)(C) if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 7(b)(i)(D) and the remainder of this Section 7(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided, however, that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series D Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series D Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series D Preferred Stock in excess of such percentage ownership of Series D Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a person an exemption under Section 7(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 7(b) of these Articles Supplementary) will result in such Series D Preferred Stock being transferred to a Trust in accordance with Section 7(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 7(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion

of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) **Legends** . Each certificate for Series D Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS AND SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF 5.500% SERIES D CUMULATIVE CONVERTIBLE PREFERRED STOCK ("SERIES D PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES D PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF THE COMPANY'S SERIES D PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES D PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF THE COMPANY'S CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON

MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES D PREFERRED STOCK THAT, TAKING INTO ACCOUNT THE COMPANY COMMON STOCK INTO WHICH IT IS CONVERTIBLE AND ANY OTHER COMMON STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON'S OWNERSHIP OF COMMON STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING COMMON STOCK OF THE COMPANY; (iv) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES D PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (v) NO PERSON MAY TRANSFER SERIES D PREFERRED STOCK IF SUCH TRANSFER WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING OWNED BY FEWER THAN 100 PERSONS. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES D PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES D PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP ARE VIOLATED, THE SERIES D PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID AB INITIO. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES D PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES D PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) **Severability** . If any provision of this Section 7 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) **NYSE** . Nothing in this Section 7 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series D Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 7 after such settlement.

(m) **Applicability of Section 7** . The provisions set forth in this Section 7 shall apply to the Series D Preferred Stock notwithstanding any contrary provisions of the Series D Preferred Stock provided for elsewhere in these Articles Supplementary.

SECTION 8. **Conversion Rights** .

(a) **Definitions** . For the purposes of this Section 8 of these Articles Supplementary, the following terms shall have the following meanings:

" **Closing Sale Price** " per share of Common Stock on any date means the closing sale price per share (or, if no closing sale price is reported, the average of the bid and asked prices or, if more than one in either case, the average of the average bid and the average asked prices) on such date as reported by the NYSE or, if the Common Stock is not reported by the NYSE, in composite transactions for the principal other U.S. national or regional securities exchange on which the Common Stock is traded. If the Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the "Closing Sale Price" will be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant date as reported by the National Quotation Bureau Incorporated or similar organization. If the Common Stock is not so quoted, the "Closing Sale Price" will be the average of the mid-point of the last bid and asked prices for the Common Stock on the relevant date from each of at least three independent nationally recognized investment banking firms selected by the Company for this purpose.

" **Conversion Date** " has the meaning set forth in Section 8(b)(ii) of these Articles Supplementary.

" **Conversion Option** " means the Company's option to convert some or all of the Series D Preferred Stock into that number of shares of Common Stock that are issuable at the then-applicable conversion rate as described in Section 8(c) of these Articles Supplementary.

" **Conversion Price** " per share of Series D Preferred Stock as of any date means the liquidation preference of such share of Series D Preferred Stock divided by the then applicable Conversion Rate.

" **Conversion Rate** " means initially 0.5955 shares of Common Stock per $25.00 liquidation preference, subject to adjustment in certain events as set forth in this Section 8 of these Articles Supplementary.

" **DTC** " means The Depository Trust Company or any successor entity.

“ **Fundamental Change** ” shall be deemed to have occurred at such time as:

(i) the consummation of any transaction or event (whether by means of a share exchange or tender offer applicable to Common Stock, a liquidation, consolidation, recapitalization, reclassification, combination or merger of the Company or a sale, lease or other transfer of all or substantially all of its consolidated assets) or a series of related transactions or events pursuant to which all of the outstanding shares of Common Stock are exchanged for, converted into or constitutes solely the right to receive cash, securities or other property more than 10% of which consists of cash, securities or other property that are not, or upon issuance will not be, traded on a national securities exchange;

(ii) any “person” or “group” (as such terms are used for purposes of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, whether or not applicable), other than the Company, the Company’s operating partnership subsidiary, Digital Realty Trust, L.P. (the “ **Operating Partnership** ”) or any of the Company’s or the Operating Partnership’s majority-owned subsidiaries or any employee benefit plan of the Company, the Operating Partnership or such subsidiary, is or becomes the “beneficial owner,” directly or indirectly, of more than 50% of the total voting power in the aggregate of all classes of the Company’s capital stock of then outstanding entitled to vote generally in elections of directors (for the avoidance of doubt the ownership of limited partnership units of the Operating Partnership shall not be deemed to constitute beneficial ownership of the Company’s capital stock); or

(iii) during any period of 12 consecutive months after the date of original issuance of the Series D Preferred Stock, persons who at the beginning of such 12 month period constituted the Company’s board of directors, together with any new persons whose election was approved by a vote of a majority of the persons then still comprising the Company’s board of directors who were either members of the board of directors at the beginning of such period or whose election, designation or nomination for election was previously so approved, cease for any reason to constitute a majority of the Company’s board of directors.

“ **Fundamental Change Conversion Right** ” has the meaning set forth in Section 8(l)(i) of these Articles Supplementary.

“ **Market Price** ” means, with respect to any Fundamental Change Conversion Date, the average of the Closing Sale Prices of the Common Stock for the ten consecutive Trading Days ending on the third Trading Day prior to the Fundamental Change Conversion Date, appropriately adjusted to take into account the occurrence, during the period commencing on the first Trading Day of such ten Trading Day period and ending on the Fundamental Change Conversion Date of any event requiring an adjustment of the Conversion Rate as described under Section 8(h); provided that in no event shall the market price be less than $0.01, subject to adjustment for share splits and combinations, reclassifications and similar events.

“ **NYSE** ” means the New York Stock Exchange, Inc.

“ **SEC** ” means the U.S. Securities and Exchange Commission.

“ **Trading Day** ” means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

(b) **Conversion at Holder’s Option** .

(i) Holders of shares of Series D Preferred Stock, at their option, may, at any time and from time to time, convert some or all of their outstanding shares of Series D Preferred Stock into Common Stock at the then applicable Conversion Rate.

(ii) The Company shall not issue fractional shares of Common Stock upon the conversion of shares of Series D Preferred Stock. Instead, the Company shall pay the cash value of such fractional shares based upon the Closing Sale Price of its Common Stock on the Trading Day (as defined in this Section 8) immediately prior to (A) the date on which the certificate or certificates representing the shares of Series D Preferred Stock to be converted are surrendered, accompanied by a written notice of conversion and any required transfer taxes (the “ **Conversion Date** ”), or (B) the effective date for the Company’s Conversion Option, as the case may be.

(iii) A holder of shares of Series D Preferred Stock is not entitled to any rights of a common stockholder of the Company until such holder of shares of Series D Preferred Stock has converted its shares of Series D Preferred Stock or unless the Company has exercised its Conversion Option, and only to the extent the shares of Series D Preferred Stock are deemed to have been converted into shares of Common Stock under these Articles Supplementary.

(iv) Notwithstanding anything herein to the contrary, holders of shares of Series D Preferred Stock may not convert their outstanding shares of Series D Preferred Stock into Common Stock if such conversion would cause the holder to violate the Aggregate Stock Ownership Limit or Common Stock Ownership Limit or otherwise result in the Company failing to qualify as a REIT.

(v) **Conversion Procedures** . Holders of shares of Series D Preferred Stock may convert some or all of their shares by surrendering to the Company at its principal office or at the office of its transfer agent, as may be designated by the Board of Directors, the certificate or certificates for the shares of Series D Preferred Stock to be converted, accompanied by a written notice stating that the holder of shares of Series D Preferred Stock elects to convert all or a specified whole number of those shares in accordance with the provisions described in this Section 8 and specifying the name or names in which the holder of shares of Series D Preferred Stock wishes the certificate or certificates for the shares of Common Stock to be issued. If the notice specifies a name or names other than the name of the holder of shares of Series D Preferred Stock, the notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock in that name or names. Other than such transfer taxes, the

Company shall pay any documentary, stamp or similar issue or transfer taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series D Preferred Stock. The date on which the Company has received all of the surrendered certificate or certificates, the notice relating to the conversion and payment of all required transfer taxes, if any, or the demonstration to the Company's satisfaction that those taxes have been paid, shall be deemed the Conversion Date with respect to a share of Series D Preferred Stock. As promptly as practicable after the Conversion Date with respect to any shares of Series D Preferred Stock, the Company shall deliver or cause to be delivered (A) certificates representing the number of validly issued, fully paid and non-assessable shares of Common Stock to which the holders of shares of such Series D Preferred Stock, or the transferee of the holder of such shares of Series D Preferred Stock, shall be entitled and (B) if less than the full number of shares of Series D Preferred Stock represented by the surrendered certificate or certificates is being converted, a new certificate or certificates, of like tenor, for the number of shares represented by the surrendered certificate or certificates, less the number of shares being converted. This conversion shall be deemed to have been made at the close of business on the Conversion Date so that the rights of the holder of shares of Series D Preferred Stock as to the shares being converted shall cease except for the right to receive the conversion value, and, if applicable, the person entitled to receive shares of Common Stock shall be treated for all purposes as having become the record holder of those shares of Common Stock at that time on that date.

(vi) In lieu of the foregoing procedures, if the Series D Preferred Stock is held in global certificate form, the holder of shares of Series D Preferred Stock must comply with the procedures of DTC to convert its beneficial interest in respect of the Series D Preferred Stock represented by a global stock certificate of the Series D Preferred Stock.

(vii) If any shares of Series D Preferred Stock are to be converted pursuant to the Company's Conversion Option, the right of a holder of such to voluntarily convert those shares of Series D Preferred Stock shall terminate if the Company has not received the conversion notice of such holder of such shares of Series D Preferred Stock by 5:00 p.m., New York City time, on the business day immediately preceding the date fixed for conversion pursuant to the Company's Conversion Option.

(viii) If more than one share of Series D Preferred Stock is surrendered for conversion by the same holder at the same time, the number of whole shares of Common Stock issuable upon conversion of those shares of Series D Preferred Stock shall be computed on the basis of the total number of shares of Series D Preferred Stock so surrendered.

(c) **Company Conversion Option** .

(i) On or after February 6, 2013, the Company may exercise its Conversion Option, as described below, but only if (A) the Closing Sale Price of the Common Stock equals or exceeds 130% of the then-applicable Conversion Price per share of the Series D Preferred Stock for at least 20 Trading Days in a period of 30 consecutive Trading Days (including the last Trading Day of such period) ending on the Trading Day immediately

prior to the Company's issuance of a press release announcing the exercise of its Conversion Option as described below in paragraph (iii); and (B) on or prior to the Effective Date of the exercise of its Conversion Option, the Company has either declared and paid, or declared and set apart for payment, any unpaid dividends that are in arrears on the Series D Preferred Stock.

(ii) If the Company converts less than all of the outstanding shares of Series D Preferred Stock, the Company's transfer agent shall select the shares by lot, on a pro rata basis or in accordance with any other method the transfer agent considers fair and appropriate. The Company may convert the Series D Preferred Stock only in a whole number of shares of Series D Preferred Stock. If a portion of a holder's Series D Preferred Stock is selected for partial conversion by the Company and the holder converts a portion of such Series D Preferred Stock, the number of shares of Series D Preferred Stock subject to conversion by the Company shall be reduced by the number of shares that the holder converted.

(iii) To exercise its Conversion Option described above, the Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public) prior to the opening of business on the first Trading Day following any date on which the conditions described in Section 8(c)(i) are met, announcing such conversion. The Company shall also give notice by mail or by publication (with subsequent prompt notice by mail) to holders of shares of Series D Preferred Stock (not more than four Trading Days after the date of the press release) and, if required by the rules and regulations of the SEC, the Company shall file a Current Report on Form 8-K (or make such other filing on an appropriate form as may be permitted by the rules and regulations of the SEC), of the exercise of the Company's Conversion Option announcing its intention to convert Series D Preferred Stock. The Effective Date for the Company's Conversion Option shall be the date that is five Trading Days after the date on which the Company issues such press release.

(iv) In addition to any information required by applicable law or regulation, the press release and notice of the exercise of the Company's Conversion Option referred to in paragraph (iii) above shall state, as appropriate: (A) the Effective Date for its Conversion Option; (B) the number of shares of Common Stock to be issued upon conversion of each share of Series D Preferred Stock; (C) the number of shares of Series D Preferred Stock to be converted; and (D) that dividends on the shares of Series D Preferred Stock to be converted shall cease to accrue on the Effective Date for the Company's Conversion Option (and no dividends on such converted shares shall be payable except as provided in these Articles Supplementary).

(d) **Reservation of Shares** . The Company shall at all times reserve and keep available, free from preemptive rights out of the Company's authorized but unissued shares of capital stock, for issuance upon the conversion of shares of Series D Preferred Stock, a number

of the Company's authorized but unissued shares of Common Stock that shall from time to time be sufficient to permit the conversion of all outstanding shares of Series D Preferred Stock.

(e) **Compliance with Laws; Validity, etc., of Common Stock** . Before the delivery of any securities upon conversion of shares of Series D Preferred Stock, the Company shall comply with all applicable federal and state laws and regulations. All shares of Common Stock delivered upon conversion of shares of Series D Preferred Stock shall, upon delivery, be duly and validly issued, fully paid and non-assessable, free of all liens and charges and not subject to any preemptive rights.

(f) **Payment of Dividends Upon Conversion; Optional Conversion** .

(i) If a holder of shares of Series D Preferred Stock exercises its conversion rights, upon delivery of the shares of Series D Preferred Stock for conversion, those shares of Series D Preferred Stock shall cease to cumulate dividends as of the end of the Conversion Date, and the holder of shares of Series D Preferred Stock shall not receive any cash payment in an amount equal to accrued and unpaid dividends on the shares of Series D Preferred Stock, except in those limited circumstances discussed below in this Section 8(f). Except as provided below in this Section 8(f), the Company shall make no payment for accrued and unpaid dividends, whether or not in arrears, on shares of Series D Preferred Stock converted at the election of holders of such shares.

(ii) If the Company receives a conversion notice before the close of business on a Dividend Record Date, the holder of shares of Series D Preferred Stock shall not be entitled to receive any portion of the dividend payable on such shares of converted stock on the corresponding Dividend Payment Date.

(iii) If the Company receives a conversion notice after the Dividend Record Date but prior to the corresponding Dividend Payment Date, the holder of shares of Series D Preferred Stock on the Dividend Record Date will receive on that Dividend Payment Date accrued dividends on those shares of Series D Preferred Stock, notwithstanding the conversion of those shares of Series D Preferred Stock prior to that Dividend Payment Date, because that holder of shares of Series D Preferred Stock will have been the holder of record of shares of Series D Preferred Stock on the corresponding Dividend Record Date. At the time that such holder of shares of Series D Preferred Stock surrenders shares of Series D Preferred Stock for conversion, however, it shall pay to the Company an amount equal to the dividend that has accrued and that will be paid on the related Dividend Payment Date; provided that no such payment need be made if the Company has specified a Fundamental Change Repurchase Date relating to a Fundamental Change that is after a Dividend Record Date and on or prior to the Dividend Payment Date to which that Dividend Record Date relates.

(iv) If the holder of shares of Series D Preferred Stock is a holder of shares of Series D Preferred Stock on a Dividend Record Date and converts such shares of Series D Preferred Stock into shares of Common Stock on or after the corresponding Dividend Payment Date such holder of shares of Series D Preferred Stock shall be entitled to receive the dividend payable on such shares of Series D Preferred Stock on such

corresponding Dividend Payment Date, and the holder of shares of Series D Preferred Stock shall not need to include payment of the amount of such dividend upon surrender for conversion of shares of Series D Preferred Stock.

(g) **Payment of Dividends Upon Conversion; Company Conversion Option** .

(i) If the Company converts shares of Series D Preferred Stock pursuant to its Conversion Option, on or prior to the Effective Date of the Conversion Option, the Company must first declare and pay, or declare and set apart for payment, any unpaid dividends that are in arrears on Series D Preferred Stock.

(ii) If the Company exercises its Conversion Option and the Effective Date is after the close of business on a Dividend Payment Date and prior to the close of business on the next Dividend Record Date, the holder of shares of Series D Preferred Stock shall not be entitled to receive any portion of the dividend payable for such period on such converted shares on the corresponding Dividend Payment Date. Accordingly, if the Company converts shares of Series D Preferred Stock and the effective date is after the close of business on a Dividend Payment Date and prior to the close of business on the next Dividend Record Date, holders of shares of Series D Preferred Stock shall forego the right to receive any dividends accruing from such Dividend Payment Date to the Effective Date.

(iii) If the Company exercises its Conversion Option and the Effective Date is on or after the close of business on any Dividend Record Date and prior to the close of business on the corresponding Dividend Payment Date, all dividends payable for such period with respect to the shares of Series D Preferred Stock called for a conversion on such date, shall be payable on such Dividend Payment Date to the holder of such shares of Series D Preferred Stock on such Dividend Record Date.

(h) **Conversion Rate Adjustments** . The Company shall adjust the conversion rate from time to time as follows:

(i) If the Company issues shares of Common Stock as a dividend or distribution on shares of Common Stock to all holders of Common Stock, or if the Company effects a share split or share combination, the conversion rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times OS_1 / OS_0$

where

$CR_0$ = the conversion rate in effect immediately prior to the ex-dividend date for such dividend or distribution, or the effective date of such share split or share combination;

$CR_1$ = the new conversion rate in effect immediately on and after the ex-dividend date for such dividend or distribution, or the effective date of such share split or share combination;

$OS_1$ = the number of shares of Common Stock outstanding immediately after such dividend or distribution, or the effective date of such share split or share combination; and

$OS_0$ = the number of shares of Common Stock outstanding immediately prior to such dividend or distribution, or the effective date of such share split or share combination.

Any adjustment made pursuant to this paragraph (i) shall become effective at the open of business on (x) the ex-dividend date for such dividend or other distribution or (y) the date on which such split or combination becomes effective, as applicable. If any dividend or distribution described in this paragraph (i) is declared but not so paid or made, the new conversion rate shall be readjusted to the conversion rate that would then be in effect if such dividend or distribution had not been declared.

(ii) If the Company distributes to all holders of Common Stock any rights, warrants or options entitling them, for a period expiring not more than 45 days after the date of issuance of such rights, warrants or options, to subscribe for or purchase shares of Common Stock at a price per share that is less than the Closing Sale Price per share of Common Stock on the business day immediately preceding the time of announcement of such distribution, the Company shall adjust the conversion rate based on the following formula:

$CR_1 = CR_0 \times (OS_0 + X)/(OS_0 + Y)$

where

$CR_0$ = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

$CR_1$ = the new conversion rate in effect immediately on and after the ex-dividend date for such distribution;

$OS_0$ = the number of shares of Common Stock outstanding immediately prior to the ex-dividend date for such distribution;

X = the aggregate number of shares of Common Stock issuable pursuant to such rights, warrants or options; and

Y = the number of shares of Common Stock equal to the quotient of (A) the aggregate price payable to exercise such rights, warrants or options

and (B) the average of the Closing Sale Price per share of Common Stock for the 10 consecutive Trading Days ending on the business day immediately preceding the date of announcement for the issuance of such rights, warrants or options.

For purposes of this paragraph (ii), in determining whether any rights, warrants or options entitle the holders of shares of Common Stock to subscribe for or purchase shares of Common Stock at less than the applicable Closing Sale Price per share of Common Stock, and in determining the aggregate exercise or conversion price payable for such shares of Common Stock, there shall be taken into account any consideration the Company receives for such rights, warrants or options and any amount payable on exercise or conversion thereof, with the value of such consideration, if other than cash, to be determined by the Company's board of directors. If any right, warrant or option described in this paragraph (ii) is not exercised or converted prior to the expiration of the exercisability or convertibility thereof, the Company shall adjust the new conversion rate to the conversion rate that would then be in effect if such right, warrant or option had not been so issued.

(iii) If the Company distributes shares of its capital stock, evidence of indebtedness or other assets or property to all holders of Common Stock, excluding (A) dividends, distributions, rights, warrants or options referred to in paragraph (i) or (ii) above; (B) dividends or distributions paid exclusively in cash; and (C) spin-offs, as described below in this paragraph (iii) then the Company shall adjust the conversion rate based on the following formula:

$CR_1 = CR_0 \times SP_0 / (SP_0 - FMV)$

where

$CR_0$ = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

$CR_1$ = the new conversion rate in effect immediately on and after the ex-dividend date for such distribution;

$SP_0$ = the average of the Closing Sale Price per share of Common Stock for the 10 consecutive Trading Days ending on the business day immediately preceding the ex-dividend date for such distribution; and

FMV = the fair market value (as determined in good faith by the Company's board of directors) of the shares of capital stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of Common Stock on the earlier of the record date or the ex-dividend date for such distribution;

provided that if "FMV" with respect to any distribution of shares of capital stock, evidences of indebtedness or other assets or property of the Company is equal to or greater than "SP0" with respect to such distribution, then in lieu of the foregoing adjustment, adequate provision shall be

made so that each holder of Series D Preferred Stock shall have the right to receive on the date such shares of capital stock, evidences of indebtedness or other assets or property of the Company are distributed to holders of Common Stock, for each share of Series D Preferred Stock, the amount of shares of capital stock, evidences of indebtedness or other assets or property of the Company such holder of Series D Preferred Stock would have received had such holder of Series D Preferred Stock owned a number of shares of Common Stock equal to a fraction the numerator of which is the product of the conversion rate in effect on the ex-dividend date for such distribution, and the aggregate liquidation preference of Series D Preferred Stock held by such holder and the denominator of which is twenty-five ($25.00).

An adjustment to the conversion rate made pursuant to the immediately preceding paragraph shall become effective on the ex-dividend date for such distribution.

If the Company distributes to all holders of Common Stock capital stock of any class or series, or similar equity interest, of or relating to one of the Company's subsidiaries or other business unit (a "spin-off") the conversion rate in effect immediately before the 10th Trading Day from and including the effective date of the spin-off shall be adjusted based on the following formula:

$CR_1 = CR_0 \times (FMV_0 + MP_0) / MP_0$

where

$CR_0$ = the conversion rate in effect immediately prior to the 10th Trading Day immediately following, and including, the effective date of the spin-off;

$CR_1$ = the new conversion rate in effect immediately on and after the 10th Trading Day immediately following, and including, the effective date of the spin-off;

$FMV_0$ = the average of the Closing Sale Prices per share of the capital stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock over the first 10 consecutive Trading Days after the effective date of the spin-off; and

$MP_0$ = the average of the Closing Sale Prices per share of Common Stock over the first 10 consecutive Trading Days after the effective date of the spin-off.

An adjustment to the conversion rate made pursuant to the immediately preceding paragraph shall occur on the 10th Trading Day from and including the effective date of the spin-off; provided that in respect of any conversion within the 10 Trading Days following the effective date of any spin-off, references within this paragraph (iii) to 10 Trading Days shall be

deemed replaced with such lesser number of Trading Days as have elapsed between the effective date of such spin-off and the Conversion Date in determining the applicable conversion rate.

If any such dividend or distribution described in this paragraph (iii) is declared but not paid or made, the new conversion rate shall be re-adjusted to be the conversion rate that would then be in effect if such dividend or distribution had not been declared.

(iv) If the Company makes any cash dividend or distribution to all holders of outstanding shares of Common Stock (excluding any dividend or distribution in connection with the Company's liquidation, dissolution or winding up) during any of its quarterly fiscal periods in an aggregate amount that, together with other cash dividends or distributions made during such quarterly fiscal period, exceeds the product of $0.31 (subject to adjustment) (the "reference dividend"), multiplied by the number of shares of Common Stock outstanding on the record date for such distribution, the conversion rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times SP_0 / (SP_0 - C)$

where

$CR_0$ = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

$CR_1$ = the new conversion rate in effect immediately after the ex-dividend date for such distribution;

$SP_0$ = the average of the Closing Sale Price per share of Common Stock for the 10 consecutive Trading Days ending on the business day immediately preceding the earlier of the record date or the day prior to the ex-dividend date for such distribution; and

C = the amount in cash per share that the Company distributes to holders of Common Stock that exceeds the reference dividend;

provided that if "C" with respect to any such cash dividend or distribution is equal to or greater than "SP0" with respect to any such cash dividend or distribution, then in lieu of the foregoing adjustment, adequate provision shall be made so that each holder of Series D Preferred Stock shall have the right to receive on the date such cash is distributed to holders of Common Stock, for each share of Series D Preferred Stock, the amount of cash such holder of Series D Preferred Stock would have received had such holder of Series D Preferred Stock owned a number of shares of Common Stock equal to a fraction the numerator of which is the product of the conversion rate in effect on the ex-dividend date for such dividend or distribution, and the aggregate principal amount of Series D Preferred Stock held by such holder and the denominator of which is twenty-five ($25.00).

An adjustment to the conversion rate made pursuant to this paragraph (iv) shall become effective on the ex-dividend date for such dividend or distribution. If any dividend or distribution described in this paragraph (iv) is declared but not so paid or made, the new conversion rate shall be re-adjusted to the conversion rate that would then be in effect if such dividend or distribution had not been declared.

The reference dividend amount is subject to adjustment in a manner inversely proportional to adjustments to the conversion rate; provided that no adjustment shall be made to the reference dividend amount for any adjustment made to the conversion rate under this paragraph (iv).

Notwithstanding the foregoing, if an adjustment is required to be made under this paragraph (iv) as a result of a distribution that is not a quarterly dividend, the reference dividend amount shall be deemed to be zero.

(v) If the Company or any of its subsidiaries makes a payment in respect of a tender offer or exchange offer for shares of Common Stock to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Closing Sale Price per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender offer or exchange offer, the conversion rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times (AC + (SP_1 \times OS_1))/(SP_1 \times OS_0)$

where

$CR_0$ = the conversion rate in effect on the day immediately following the date such tender or exchange offer expires;

$CR_1$ = the conversion rate in effect on the second day immediately following the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Company's board of directors) paid or payable for shares of Common Stock purchased in such tender or exchange offer;

$OS_0$ = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

$OS_1$ = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires (after giving effect to the purchase or exchange of shares pursuant to such tender or exchange offer); and

$SP_1$ = the Closing Sale Price per share of Common Stock for the Trading Day immediately following the date such tender or exchange offer expires.

If the application of the foregoing formula would result in a decrease in the conversion rate, no adjustment to the conversion rate shall be made.

Any adjustment to the conversion rate made pursuant to this paragraph (v) shall become effective on the second day immediately following the date such tender offer or exchange offer expires. If the Company or one of its subsidiaries is obligated to purchase shares of Common Stock pursuant to any such tender or exchange offer but is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the Company shall re-adjust the new conversion rate to be the conversion rate that would be in effect if such tender or exchange offer had not been made.

(vi) If the Company has in effect a rights plan while any shares of Series D Preferred Stock remain outstanding, holders of shares of Series D Preferred Stock shall receive, upon a conversion of such shares in respect of which the Company has elected to deliver shares of Common Stock, in addition to such shares of Common Stock, rights under the Company's stockholder rights agreement unless, prior to conversion, the rights have expired, terminated or been redeemed or unless the rights have separated from Common Stock. If the rights provided for in any rights plan that the Company's board of directors may adopt have separated from the Common Stock in accordance with the provisions of the applicable stockholder rights agreement so that holders of shares of Series D Preferred Stock would not be entitled to receive any rights in respect of Common Stock that the Company elects to deliver upon conversion of shares of Series D Preferred Stock, the Company shall adjust the conversion rate at the time of separation as if the Company had distributed to all holders of the Company's capital stock, evidences of indebtedness or other assets or property pursuant to paragraph (iii) above, subject to readjustment upon the subsequent expiration, termination or redemption of the rights.

(vii) Notwithstanding the foregoing, in the event of an adjustment to the conversion rate pursuant to paragraphs (iv) and (v) above, in no event shall the conversion rate exceed 0.6997 shares of Common Stock per $25.00 liquidation preference, subject to adjustment pursuant to paragraphs (i), (ii) and (iii) above. In no event shall the Conversion Price be reduced below $0.01, subject to adjustment for share splits and combinations and similar events.

(viii) The Company shall not make any adjustment to the conversion rate if holders of shares of Series D Preferred Stock are permitted to participate, on an as-converted basis, in the transactions described in paragraphs (i) through (vi) above.

(ix) The conversion rate shall not be adjusted except as specifically set forth in this Section 8 to these Articles Supplementary. Without limiting the foregoing, the conversion rate shall not be adjusted for (A) the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities or those of the Operating Partnership and the investment of additional optional amounts in shares of Common Stock under any plan; (B) the issuance of any shares of Common Stock or options or rights to purchase

such shares pursuant to any of the Company's present or future employee, director, trustee or consultant benefit plan, employee agreement or arrangement or program or those of the Operating Partnership; (C) the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the date shares of Series D Preferred Stock were first issued; (D) a change in the par value of Common Stock; (E) accumulated and unpaid dividends or distributions; and (F) the issuance of limited partnership units by the Operating Partnership and the issuance of shares of Common Stock or the payment of cash upon redemption thereof.

(x) No adjustment in the conversion rate shall be required unless the adjustment would require an increase or decrease of at least 1% of the conversion rate. If the adjustment is not made because the adjustment does not change the conversion rate by at least 1%, then the adjustment that is not made shall be carried forward and taken into account in any future adjustment. All required calculations shall be made to the nearest cent or 1/1000th of a share, as the case may be. Notwithstanding the foregoing, if the shares of Series D Preferred Stock are called for redemption, all adjustments not previously made shall be made on the applicable redemption date.

(xi) Except as described in this Section 8 of these Articles Supplementary, the Company shall not adjust the conversion rate for any issuance of shares of Common Stock or any securities convertible into or exchangeable or exercisable for shares of Common Stock or rights to purchase shares of Common Stock or such convertible, exchangeable or exercisable securities.

(i) **Effect of Business Combinations** . In the case of the following events (each a "business combination"):

(i) any recapitalization, reclassification or change of Common Stock (other than changes resulting from a subdivision or combination);

(ii) a consolidation, merger or combination involving the Company;

(iii) a sale, conveyance or lease to another corporation of all or substantially all of the Company's property and assets (other than to one or more of the Company's subsidiaries); or

(iv) a statutory share exchange,

in each case, as a result of which holders of Common Stock are entitled to receive stock, other securities, other property or assets (including cash or any combination thereof) with respect to or in exchange for Common Stock, a holder of shares of Series D Preferred Stock shall be entitled thereafter to convert such shares of Series D Preferred Stock into the kind and amount of stock, other securities or other property or assets (including cash or any combination thereof) which the holder of shares of Series D Preferred Stock would have owned or been entitled to receive upon such business combination as if such holder of shares of Series D Preferred Stock held a number of shares of Common Stock equal to the conversion rate in effect on the effective date for such business combination, multiplied by the number of shares of Series D Preferred Stock held by

such holder of shares of Series D Preferred Stock. If such business combination also constitutes a Fundamental Change, a holder of shares of Series D Preferred Stock converting such shares shall not receive a make-whole premium pursuant to Section 8(k) hereof if such holder does not convert its shares of Series D Preferred Stock "in connection with" (as described in Section 8(k)(i)) the relevant Fundamental Change. In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in such business combination, the Company shall make adequate provision whereby the holders of shares of Series D Preferred Stock shall have a reasonable opportunity to determine the form of consideration into which all of the shares of Series D Preferred Stock, treated as a single class, shall be convertible from and after the effective date of such business combination. Such determination shall be based on the weighted average of elections made by the holders of shares of Series D Preferred Stock who participate in such determination, shall be subject to any limitations to which all holders of Common Stock are subject, such as pro rata reductions applicable to any portion of the consideration payable in such business combination, and shall be conducted in such a manner as to be completed by the date which is the earliest of (1) the deadline for elections to be made by holders of Common Stock and (2) two business days prior to the anticipated effective date of the business combination.

The Company shall provide notice of the opportunity to determine the form of such consideration, as well as notice of the determination made by the holders of shares of Series D Preferred Stock (and the weighted average of elections), by posting such notice with DTC and providing a copy of such notice to the Company's transfer agent. If the effective date of a business combination is delayed beyond the initially anticipated effective date, the holders of shares of Series D Preferred Stock shall be given the opportunity to make subsequent similar determinations in regard to such delayed effective date. The Company may not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a holder of shares of Series D Preferred Stock to convert such holder's shares of Series D Preferred Stock into shares of Common Stock prior to the effective date of such business combination.

(j) **Optional Increase to Conversion Rate** . To the extent permitted by law, the Company may, from time to time, increase the conversion rate for a period of at least 20 days if the Company's board of directors determines that such an increase would be in the Company's best interests. Any such determination by the Company's board of directors shall be conclusive. In addition, the Company may increase the conversion rate if the Company's board of directors deems it advisable to avoid or diminish any income tax to holders of Common Stock resulting from any distribution of Common Stock or similar event. The Company shall give holders of shares of Series D Preferred Stock at least 15 business days' notice of any increase in the conversion rate.

(k) **Adjustment to Conversion Rate upon Certain Fundamental Changes** . The Company shall adjust the conversion rate from time to time as follows:

(i) If, on or prior to February 6, 2015, a Fundamental Change takes place and a holder converts the Series D Preferred Stock in connection with such Fundamental Change, the Company shall increase, as described below, the conversion rate applicable to shares that are surrendered for conversion. A conversion of the Series D Preferred

Stock shall be deemed for these purposes to be "in connection with" a Fundamental Change if the Conversion Date occurs from and including the effective date of such Fundamental Change to, and including, the Fundamental Change Conversion Date (as defined in Section 8(l)(vii)) for that Fundamental Change.

(ii) The Company shall also give notice by mail or by publication (with subsequent prompt notice by mail) to holders of Series D Preferred Stock of the anticipated effective date of any proposed Fundamental Change which shall occur on or prior to February 6, 2015. The Company shall make this mailing or publication at least 15 days before the anticipated effective date of the Fundamental Change. In addition, no later than the third business day after the completion of such Fundamental Change, the Company shall make an additional notice announcing such completion.

(iii) If a holder elects to convert in connection with a Fundamental Change on or prior to February 6, 2015, the Company shall increase the Conversion Rate by reference to the table below, based on the date when the Fundamental Change becomes effective (the " **effective date** "), and the applicable price. If the Fundamental Change is a transaction or series of related transactions and the consideration (excluding cash payments for fractional shares or pursuant to statutory appraisal rights) for Common Stock in the Fundamental Change consists solely of cash, then the applicable price shall be the cash amount paid per share of Common Stock in the transaction. If the transaction is an asset sale and the consideration paid for the Company's property and assets (or for the property and assets of the Company and its subsidiaries on a consolidated basis) consists solely of cash, then the applicable price shall be the cash amount paid for the Company's property and assets, expressed as an amount per share of Common Stock outstanding on the effective date of the asset sale. In all other cases, the applicable price shall be the average of the Closing Sale Price per share of Common Stock for the ten consecutive Trading Days immediately preceding the effective date. The Company's board of directors shall make appropriate adjustments, in its good faith determination, to account for any adjustment to the conversion rate that becomes effective, or any event requiring an adjustment to the conversion rate where the ex-dividend date of the event occurs, at any time during those ten consecutive Trading Days.

(iv) The following table sets forth the number of additional shares of Common Stock per $25.00 liquidation preference of Series D Preferred Stock that shall be added to the Conversion Rate applicable to Series D Preferred Stock that are converted in connection with a Fundamental Change (the " **make-whole premium** "). If an event occurs that requires an adjustment to the Conversion Rate, the Company shall, on the date the Company must adjust the Conversion Rate, adjust each applicable price set forth in the column headers of the table below by multiplying the applicable price in effect immediately before the adjustment by a fraction (A) whose numerator is the Conversion Rate in effect immediately before the adjustment; and (B) whose denominator is the adjusted Conversion Rate.

In addition, the Company shall adjust the number of additional shares in the table below in the same manner in which, and for the same events for which, the Company must adjust the Conversion Rate as described in Section 8(h).

**Number of Additional Shares of Common Stock Issuable per $25.00 Liquidation Preference**

| | Common Stock Share Price | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Effective Date** | **$35.73** | **$40.00** | **$45.00** | **$50.00** | **$55.00** | **$60.00** | **$65.00** | **$70.00** | **$75.00** | **$80.00** | **$85.00** | **$90.00** |
| February 6, 2008 | 0.1042 | 0.0871 | 0.0698 | 0.0573 | 0.0478 | 0.0406 | 0.0350 | 0.0305 | 0.0268 | 0.0238 | 0.0213 | 0.0192 |
| March 31, 2009 | 0.1042 | 0.0882 | 0.0695 | 0.0560 | 0.0460 | 0.0385 | 0.0327 | 0.0282 | 0.0246 | 0.0217 | 0.0194 | 0.0174 |
| March 31, 2010 | 0.1042 | 0.0866 | 0.0664 | 0.0520 | 0.0415 | 0.0338 | 0.0281 | 0.0237 | 0.0204 | 0.0177 | 0.0157 | 0.0140 |
| March 31, 2011 | 0.1042 | 0.0841 | 0.0619 | 0.0461 | 0.0350 | 0.0271 | 0.0214 | 0.0174 | 0.0145 | 0.0123 | 0.0107 | 0.0095 |
| March 31, 2012 | 0.1042 | 0.0812 | 0.0555 | 0.0371 | 0.0246 | 0.0164 | 0.0113 | 0.0082 | 0.0063 | 0.0052 | 0.0044 | 0.0039 |
| March 31, 2013 | 0.1042 | 0.0821 | 0.0526 | 0.0279 | 0.0050 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| March 31, 2014 | 0.1042 | 0.0840 | 0.0539 | 0.0288 | 0.0051 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| February 6, 2015 | 0.1042 | 0.0839 | 0.0531 | 0.0279 | 0.0071 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |

(v) The exact applicable share price and effective date may not be set forth in the table above, in which case (A) if the actual applicable share price is between two applicable prices listed in the table above, or the actual effective date is between two dates listed in the table above, the Company shall determine the number of additional shares by linear interpolation between the numbers of additional shares set forth for the two applicable prices, or for the two dates based on a 365-day year, as applicable; (B) if the actual applicable price is greater than $90.00 per share (subject to adjustment), the Company shall not increase the Conversion Rate as described above and no additional shares shall be issuable upon conversion; and (C) if the actual applicable price is less than $35.73 per share (subject to adjustment), the Company shall not increase the Conversion Rate as described above and no additional shares shall be issuable upon conversion.

(vi) The Company shall not increase the Conversion Rate as described in this Section 8(k) of these Articles Supplementary to the extent the increase will cause the Conversion Rate to exceed 0.6997, provided the Company shall adjust this maximum conversion rate in the same manner in which, and for the same events for which, the Company must adjust the Conversion Rate as described in Section 8(h).

(l) **Special Conversion Right of Series D Preferred Stock upon a Fundamental Change; Company Repurchase Right.**

(i) On or prior to February 6, 2015, in the event of a Fundamental Change, when the applicable price of Common Stock described in Section 8(k)(iii) of these Articles Supplementary is less than $35.73 per share, then each holder of Series D Preferred Stock shall have the special right (the " **Fundamental Change Conversion Right** "), in addition to any other applicable conversion right, to convert some or all of the Series D Preferred Stock on the relevant Fundamental Change Conversion Date into a number of shares of Common Stock per $25.00 liquidation preference equal to such liquidation preference plus an amount equal to accrued and unpaid dividends to, but not including, such Fundamental Change Conversion Date, divided by 98% of the Market Price of Common Stock (the " **Fundamental Change Conversion Rate** "). The Market Price of Common Stock shall be determined prior to the applicable Fundamental Change Conversion Date. A holder of Series D Preferred Stock which has elected to convert such shares otherwise than pursuant to the Fundamental Change Conversion Right shall not be able to exercise the Fundamental Change Conversion Right.

(ii) If a holder of Series D Preferred Stock elects to convert Series D Preferred Stock as described in Section 8(l)(i) of these Articles Supplementary, the Company may elect, in lieu of that conversion, to repurchase for cash some or all of such Series D Preferred Stock at a repurchase price (the " **Fundamental Change Repurchase Price** ") equal to 100% of the liquidation preference of the Series D Preferred Stock to be repurchased plus an amount equal to accrued and unpaid dividends to, but not including, such Fundamental Change Conversion Date, or the Fundamental Change Repurchase Price; provided that if the relevant Fundamental Change Conversion Date is on a date that is after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, the Company shall pay such dividends to the holder of record on the corresponding Dividend Record Date, and the Fundamental Change Repurchase Price shall be equal to 100% of the liquidation preference of the Series D Preferred Stock to be repurchased.

(iii) If the Company elects to repurchase Series D Preferred Stock that would otherwise be converted into Common Stock on a Fundamental Change Conversion Date, such Series D Preferred Stock shall not be converted into Common Stock and the holder of such shares shall be entitled to receive the Fundamental Change Repurchase Price in cash from the Company.

(iv) The aggregate number of shares of Common Stock issuable in connection with the exercise of the Fundamental Change Conversion Right may not exceed 14.3 million shares of Common Stock (or 16.4 million shares of Common Stock if the underwriter of the Company's offering of the Series D Preferred Stock exercises its over-allotment option in full) or such other number of shares of Common Stock as shall then be authorized and available for issuance. If the number of shares of Common Stock issuable upon such conversion would exceed 14.3 million or 16.4 million shares of Common Stock, as the case may be, or such other number of shares of Common Stock as shall then be authorized and available for issuance, the Company shall have the option to satisfy the remainder of such conversion in shares of Common Stock that are authorized for issuance in the future. The Company shall use its best efforts to have any such additional number of shares of Common Stock authorized for issuance within 180 days of the Fundamental Change Conversion Date.

(v) (v) Within 15 days after the occurrence of a Fundamental Change, the Company shall provide to the holder of Series D Preferred Stock and the Company's transfer agent a notice of the occurrence of the Fundamental Change and of the resulting repurchase right. Such notice shall state (A) the events constituting the Fundamental Change; (B) the date of the Fundamental Change; (C) the last date on which the holder of Series D Preferred Stock may exercise the Fundamental Change Conversion Right; (D) to the extent applicable, the Fundamental Change Conversion Rate and the Fundamental Change Repurchase Price; (E) that the Company may elect to repurchase some or all of the Series D Preferred Stock as to which the Fundamental Change Conversion Right may be exercised; (F) the method of calculating the Market Price of Common Stock; (G) the Fundamental Change Conversion Date; (H) the name and address of the paying agent and the conversion agent; (I) the Conversion Rate and any adjustment to the Conversion Rate that shall result from the Fundamental Change; (J) that Series D Preferred Stock as to

which the Fundamental Change Conversion Right has been exercised may be converted at the applicable Conversion Rate, if otherwise convertible, only if the notice of exercise of the Fundamental Change Conversion Right has been properly withdrawn; and (K) the procedures that the holder of Series D Preferred Stock must follow to exercise the Fundamental Change Conversion Right.

(vi) The Company shall also issue a press release for publication on the Dow Jones & Company, Inc., Business Wire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Trading Day following any date on which the Company provides such notice to the holders of Series D Preferred Stock.

(vii) The Fundamental Change Conversion Date shall be a date no less than 20 days nor more than 35 days after the date on which the Company gives the notice described in Section 8(l)(v) of these Articles Supplementary. To exercise the Fundamental Change Conversion Right, the holder of Series D Preferred Stock shall deliver, on or before the close of business on the Fundamental Change Conversion Date, the Series D Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. The conversion notice shall state (A) the relevant Fundamental Change Conversion Date; (B) the number of Series D Preferred Stock to be converted; and (C) that the Series D Preferred Stock are to be converted pursuant to the applicable provisions of the Series D Preferred Stock. Notwithstanding the foregoing, if the Series D Preferred Stock is held in global form, the conversion notice shall comply with applicable DTC procedures.

(viii) Holders of Series D Preferred Stock may withdraw any notice of exercise of its Fundamental Change Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the business day prior to the Fundamental Change Conversion Date. The notice of withdrawal shall state (A) the number of withdrawn shares of Series D Preferred Stock; (B) if certificated shares of Series D Preferred Stock have been issued, the certificate numbers of the withdrawn shares of Series D Preferred Stock; and (C) the number of shares of the Series D Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the Series D Preferred Stock is held in global form, the notice of withdrawal shall comply with applicable DTC procedures.

(ix) Series D Preferred Stock as to which the Fundamental Change Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into shares of Common Stock in accordance with the Fundamental Change Conversion Right on the Fundamental Change Conversion Date, unless the Company has elected to repurchase such Series D Preferred Stock.

(x) The holder of any shares of Series D Preferred Stock which the Company has elected to repurchase and as to which the conversion election has not been properly withdrawn shall receive payment of the Fundamental Change Repurchase Price promptly

following the later of the Fundamental Change Conversion Date or the time of book-entry transfer or delivery of the Series D Preferred Stock. If the paying agent holds cash sufficient to pay the Fundamental Change Repurchase Price of the Series D Preferred Stock on the business day following the Fundamental Change Conversion Date, then (A) the Series D Preferred Stock shall cease to be outstanding and dividends shall cease to accrue (whether or not book-entry transfer of the Series D Preferred Stock is made or whether or not the Series D Preferred Stock certificate is delivered to the Company's transfer agent); and (B) all of the other rights of the holder of Series D Preferred Stock shall terminate (other than the right to receive the Fundamental Change Repurchase Price upon delivery or transfer of the Series D Preferred Stock).

SECTION 9. **Record Holders** . The Company and its transfer agent may deem and treat the record holder of any Series D Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

SECTION 10. **No Maturity or Sinking Fund** . The Series D Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series D Preferred Stock; provided, however, that the Series D Preferred Stock owned by a stockholder in excess of the Ownership Limit shall be subject to the provisions of Section 5 and Section 7 of these Articles Supplementary.

SECTION 11. **Exclusion of Other Rights** . The Series D Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

SECTION 12. **Headings of Subdivisions** . The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

SECTION 13. **Severability of Provisions** . If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series D Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series D Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series D Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

SECTION 14. **No Preemptive Rights** . No holder of Series D Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

**FOURTH:** The Series D Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

**FIFTH:** These Articles Supplementary have been approved by the Board in the manner and by the vote required by law.

**SIXTH:** These Articles Supplementary shall be effective at the time the State Department of Assessments and Taxation of Maryland accepts these Articles Supplementary for record.

**SEVENTH:** The undersigned Chief Executive Officer of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

**IN WITNESS WHEREOF** , the Company has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and attested to by its General Counsel and Assistant Secretary as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ James Trout
Name: James Trout
Title: Senior Vice President

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: General Counsel and Assistant Secretary

[Signature Page to Articles Supplementary]

**DIGITAL REALTY TRUST, INC.**
**ARTICLES OF AMENDMENT**

Digital Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST : The charter of the Corporation (the "Charter") is hereby amended by deleting therefrom in their entirety the first two sentences of Section 5.1 of Article V and inserting in lieu thereof two new sentences to read as follows:

The Corporation has authority to issue 175,000,000 shares of stock, consisting of 145,000,000 shares of Common Stock, $.01 par value per share ("Common Stock"), and 30,000,000 shares of Preferred Stock, $.01 par value per share ("Preferred Stock"). The aggregate par value of all authorized shares of stock having par value is $1,750,000.

SECOND : The total number of shares of stock which the Corporation had authority to issue immediately prior to the foregoing amendment of the Charter was 155,000,000 shares of stock, consisting of 125,000,000 shares of Common Stock, $.01 par value per share, and 30,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value was $1,550,000.

THIRD : The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment of the Charter is 175,000,000 shares of stock, consisting of 145,000,000 shares of Common Stock, $.01 par value per share, and 30,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value is $1,750,000.

FOURTH : The information required by Section 2-607(b)(2)(i) of the Maryland General Corporation Law (the "MGCL") is not changed by the foregoing amendment of the Charter.

FIFTH : The foregoing amendment of the Charter was approved by a majority of the entire Board of Directors of the Corporation as required by law and was limited to a change expressly authorized by Section 2-105(a)(12) of the MGCL without any action by the stockholders of the Corporation.

SIXTH : The undersigned acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed under seal in its name and on its behalf by its Chief Financial Officer, Chief Investment Officer and Secretary and attested to by its General Counsel and Assistant Secretary on this 23rd day of February, 2010.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein (SEAL)
Name: A. William Stein
Title: Chief Financial Officer, Chief Investment Officer and Secretary

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua Mills
Name: Joshua Mills
Title: General Counsel and Assistant Secretary

**DIGITAL REALTY TRUST, INC.**
**ARTICLES SUPPLEMENTARY**
**11,500,000 SHARES OF**
**7.000% SERIES E CUMULATIVE REDEEMABLE PREFERRED STOCK**
**SEPTEMBER 14, 2011**

Digital Realty Trust, Inc., a Maryland corporation (the " Company "), hereby certifies to the State Department of Assessments and Taxation of Maryland (the " Department ") that:

FIRST : Pursuant to the authority expressly vested in the Board of Directors of the Company (the " Board of Directors ") by Article IV of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (the " Charter ") and Section 2-105 of the Maryland General Corporation Law (the " MGCL "), the Board of Directors, by resolutions duly adopted on January 4, 2011 and July 25, 2011, has authorized the issuance, classification and designation of a number of shares of the authorized but unissued preferred stock of the Company, par value $0.01 per share (" Preferred Stock "), as a separate class of Preferred Stock, that, on the date of issue, have a liquidation value of up to $250,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), and, pursuant to the powers contained in the Bylaws of the Company and the MGCL, appointed a committee (the " Committee ") of the Board of Directors and delegated to the Committee, to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, provided that in no event shall the liquidation value of such shares exceed $250,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND : The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "7.000% Series E Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 7.000% Series E Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 10,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 7.000% Series E Cumulative Redeemable Preferred Stock.

THIRD : The designation, number of shares, preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 7.000% Series E Cumulative Redeemable Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Section 1. Designation and Number . A series of Preferred Stock, designated the "7.000% Series E Cumulative Redeemable Preferred Stock" (the " Series E Preferred Stock "), is hereby established. The number of shares of Series E Preferred Stock shall be 11,500,000.

Section 2. Rank . The Series E Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (a) senior to all classes or series of the Company's common stock, par value $0.01 per share (the " Common Stock "), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series E Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation,

dissolution or winding up of the Company; (b) on parity with the Series C Cumulative Convertible Preferred Stock, par value $0.01 per share, and the Series D Cumulative Convertible Preferred Stock, par value $0.01 per share, of the Company and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series E Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series E Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term " capital stock " does not include convertible or exchangeable debt securities, which will rank senior to the Series E Preferred Stock prior to conversion or exchange. The Series E Preferred Stock will also rank junior in right of payment to the Company's other existing and future debt obligations.

Section 3. Dividends .

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series E Preferred Stock as to dividends, the holders of shares of the Series E Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 7.000% per annum of the $25.00 liquidation preference per share of the Series E Preferred Stock (equivalent to a fixed annual amount of $1.75 per share of the Series E Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series E Preferred Stock are issued (the " Original Issue Date ") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing December 30, 2011; provided , however , that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid on the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series E Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series E Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series E Preferred Stock that is outstanding on such date. " Dividend Record Date " shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. " Dividend Payment Date " shall mean the last calendar day of each March, June, September and December, commencing on December 30, 2011. " Dividend Period " shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include December 31, 2011, and other than the Dividend Period during which any shares of Series E Preferred Stock shall be redeemed pursuant to Section 5 or Section 6, which shall end on and include the day preceding the call date with respect to the shares of Series E Preferred Stock being redeemed).

The term " Business Day " shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series E Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series E Preferred Stock (other than a

dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series E Preferred Stock as to dividends and upon liquidation) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series E Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series E Preferred Stock as to dividends and upon liquidation, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 9 hereof), unless full cumulative dividends on the Series E Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series E Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series E Preferred Stock, all dividends declared upon the Series E Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series E Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series E Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series E Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series E Preferred Stock which may be in arrears.

(e) Holders of shares of Series E Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of stock, in excess of full cumulative dividends on the Series E Preferred Stock as provided herein. Any dividend payment made on the Series E Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid distributions on the Series E Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference .

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series E Preferred Stock, the holders of shares of Series E Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series E Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to liquidation rights, on parity with the Series E Preferred Stock in the distribution of assets, then the holders of the Series E Preferred Stock and each such other class or series of shares of capital stock ranking, as to voluntary or involuntary liquidation rights, on parity with the Series E Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series E Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series E Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other

corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series E Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption .

(a) Shares of Series E Preferred Stock shall not be redeemable prior to September 15, 2016 except as set forth in Section 6 or to preserve the status of the Company as a REIT (as defined in Section 9(a)) for United States federal income tax purposes. In addition, the Series E Preferred Stock shall be subject to the provisions of Section 9 pursuant to which Series E Preferred Stock owned by a stockholder in excess of the Ownership Limit (as defined in Section 9(a)) shall automatically be transferred to a Trust (as defined in Section 9(a)) for the exclusive benefit of a Charitable Beneficiary (as defined in Section 9(a)).

(b) On and after September 15, 2016, the Company, at its option upon not fewer than 30 or more than 60 days' written notice, may redeem the Series E Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the " Redemption Right "). If fewer than all of the outstanding shares of Series E Preferred Stock are to be redeemed, the shares of Series E Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot or by any other equitable method determined by the Company that will not result in a violation of the Ownership Limit or the Aggregate Stock Ownership Limit (each as defined in Section 9(a)). If redemption is to be by lot and, as a result, any holder of shares of Series E Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 9(i), because such holder's shares of Series E Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series E Preferred Stock of such holder such that no holder will hold an amount of Series E Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption. Holders of Series E Preferred Stock to be redeemed shall surrender such Series E Preferred Stock at the place designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series E Preferred Stock has been given, (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series E Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series E Preferred Stock, such shares of Series E Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series E Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series E Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series E Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series E Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption any shares of Series E Preferred Stock pursuant to and in accordance with this Section 5(c), then the

redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on the Series E Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no shares of Series E Preferred Stock shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding shares of Series E Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series E Preferred Stock or any class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series E Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to dividends and upon liquidation, junior to the Series E Preferred Stock); provided , however , that the foregoing shall not prevent the purchase of Series E Preferred Stock, or any other class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series E Preferred Stock, by the Company in accordance with the terms of Sections 5(c) and 9 of these Articles Supplementary or otherwise, in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series E Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series E Preferred Stock.

(e) Notice of redemption pursuant to the Redemption Right will be given by publication in a newspaper of general circulation in the City of New York, such publication to be made once a week for two successive weeks commencing not fewer than 30 or more than 60 days prior to the redemption date. A similar notice will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series E Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series E Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series E Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series E Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series E Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series E Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series E Preferred Stock to be redeemed will cease to accumulate on such redemption date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series E Preferred Stock. If fewer than all of the shares of Series E Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series E Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series E Preferred Stock in the event such holder's Series E Preferred Stock is redeemed in accordance with Sections 5(c) and 9 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series E Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series E Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series E Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series E Preferred Stock redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series E Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided , however , that the Series E Preferred Stock owned by a stockholder in excess of

the applicable ownership limit shall be subject to the provisions of this Section 5 and Section 9 of these Articles Supplementary.

Section 6. Special Optional Redemption by the Company.

(a) Upon the occurrence of a Change of Control (as defined below), the Company will have the option upon written notice mailed by the Company, postage pre-paid, no fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of shares of the Series E Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company, to redeem shares of the Series E Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, for cash at $25.00 per share plus accrued and unpaid dividends, if any, to, but not including, the redemption date (" Special Optional Redemption Right "). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series E Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series E Preferred Stock (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of shares of Series E Preferred Stock will not have the conversion right described below in Section 8.

A " Change of Control " is when, after the original issuance of the Series E Preferred Stock, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of the total voting power of all stock of the Company entitled to vote generally in the election of the Company's directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the " NYSE "), the NYSE Amex Equities (the " NYSE Amex "), or the NASDAQ Stock Market (" NASDAQ "), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE Amex or NASDAQ.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series E Preferred Stock may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series E Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series E Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series E Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series E Preferred Stock to be redeemed will cease to accumulate on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series E Preferred Stock; (viii) that the shares of Series E Preferred Stock are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the shares of Series E Preferred Stock to which the notice relates will not be able to tender such shares of Series E Preferred Stock for conversion in connection with the Change of Control and each share of Series E Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series E Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series E Preferred Stock held by such holder to be redeemed.

If fewer than all of the outstanding shares of Series E Preferred Stock are to be redeemed pursuant to the Special Optional Redemption Right, the shares to be redeemed shall be selected pro rata (as nearly as

practicable without creating fractional shares) by lot or in such other equitable method determined by the Company that will not result in a violation of the Ownership Limit or the Aggregate Stock Ownership Limit (each as defined in Section 9(a)). If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of shares of Series E Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i), because such holder's shares of Series E Preferred Stock were not redeemed, or were only redeemed in part then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series E Preferred Stock of such holder such that no holder will hold an amount of Series E Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption.

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set aside sufficient funds for the redemption in trust for the benefit of the holders of the Series E Preferred Stock called for redemption, then from and after the redemption date, those shares of Series E Preferred Stock will be treated as no longer being outstanding, no further dividends will accrue and all other rights of the holders of those shares of Series E Preferred Stock will terminate. The holders of those shares of Series E Preferred Stock will retain their right to receive the redemption price for their shares and any accrued and unpaid dividends through, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series E Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series E Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series E Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(d) The holders of Series E Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payable with respect to the Series E Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series E Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series E Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

(e) All shares of the Series E Preferred Stock redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

Section 7. Voting Rights .

(a) Holders of the Series E Preferred Stock shall not have any voting rights, except as set forth in this Section 7.

(b) Whenever dividends on any shares of Series E Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a " Preferred Dividend Default "), the holders of such Series E Preferred Stock (voting together as a single class with all other classes or series of preferred stock of the Company upon which like voting rights have been conferred and are exercisable (" Parity Preferred "), including the Series C Cumulative Convertible Preferred Stock and the Series D Cumulative Convertible Preferred Stock of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the " Preferred Directors ") until all dividends accumulated on such Series E Preferred Stock and Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof is set aside for payment. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting

called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series E Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series E Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly dividend periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series E Preferred Stock and Parity Preferred, a special meeting of the holders of Series E Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series E Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series E Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series E Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series E Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series E Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series E Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series E Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series E Preferred Stock and all classes or series of Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof is set aside for payment, the right of the holders of Series E Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series E Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 7(b) (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series E Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series E Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series E Preferred Stock and each other class or series of preferred stock ranking on parity with the Series E Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company upon which like voting rights have been conferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting as a single class) will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series E Preferred Stock with respect to payment of dividends or the distribution of assets upon

liquidation, dissolution or winding up of the Company or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such capital stock; or (ii) amend, alter or repeal the provisions of the Charter or the terms of the Series E Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an " Event "), so as to materially and adversely affect any right, preference, privilege or voting power of the Series E Preferred Stock; provided however , with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series E Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series E Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series E Preferred Stock receive the greater of the full trading price of the Series E Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series E Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. Holders of shares of Series E Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the number of authorized shares of Series E Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series E Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series E Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series E Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series E Preferred Stock.

(g) The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series E Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series E Preferred Stock may vote (as expressly provided herein), each share of Series E Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 8. Conversion. The shares of Series E Preferred Stock are not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of shares of Series E Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series E Preferred Stock pursuant to the Redemption Right or Special Optional Redemption Right, to convert some or all of the Series E Preferred Stock held by such holder (the " Change of Control Conversion Right ") on the Change of Control Conversion Date into a number of shares of Common Stock, per share of Series E Preferred Stock to be converted (the " Common Stock Conversion Consideration ") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the $25.00 liquidation preference per share of Series E Preferred Stock to be converted plus (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends will be included in such sum) by (ii) the Common Stock Price (as defined herein) and (B) 0.8378 (the " Share Cap "), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a distribution of the Common Stock), subdivisions or combinations (in each case, a " Share Split ") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Share Cap in effect immediately prior to such Share Split by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding

immediately prior to such Share Split. For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 8,378,000 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable), subject to increase to the extent the underwriters' over-allotment option to purchase additional shares of Series E Preferred Stock in the initial public offering of Series E Preferred Stock is exercised, not to exceed 9,634,700 shares of Common Stock in total (or equivalent Alternative Conversion Consideration, as applicable) (the " Exchange Cap "). The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the " Alternative Form Consideration "), a holder of shares of Series E Preferred Stock shall receive upon conversion of such shares of Series E Preferred Stock the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the " Alternative Conversion Consideration "; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the " Conversion Consideration ").

In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The " Change of Control Conversion Date " shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

The " Common Stock Price " shall be (i) if the consideration to be received in the Change of Control by the holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock or (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Stock is then traded, or (y) the average of the last quoted bid prices for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Stock is not then listed for trading on a U.S. securities exchange.

(b) No fractional shares of Common Stock shall be issued upon the conversion of Series E Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(c) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series E Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any share of Series E Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series E Preferred Stock

may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date, which shall be a Business Day occurring within 20 to 35 days following the date of such notice; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the Series E Preferred Stock, the holder will not be able to convert shares of Series E Preferred Stock designated for redemption and such shares of Series E Preferred Stock shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series E Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series E Preferred Stock must follow to exercise the Change of Control Conversion Right.

(d) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series E Preferred Stock.

(e) In order to exercise the Change of Control Conversion Right, a holder of shares of Series E Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the shares of Series E Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series E Preferred Stock to be converted; and (iii) that the shares of Series E Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series E Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company (" DTC ").

(f) Holders of Series E Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series E Preferred Stock; (ii) if certificated shares of Series E Preferred Stock have been issued, the certificate numbers of the shares of withdrawn Series E Preferred Stock; and (iii) the number of shares of Series E Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series E Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(g) Shares of Series E Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem such shares of Series E Preferred Stock, whether pursuant to its Redemption Right or Special Optional Redemption Right. If the Company elects to redeem shares of Series E Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series E Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

(h) The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no holder of shares of Series E Preferred Stock will be entitled to convert such shares of Series E Preferred Stock into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or

such other limit as permitted by the Board of Directors or the Committee pursuant to Section 9(i).

Section 9. Restrictions on Ownership and Transfer to Preserve Tax Benefit .

(a) Definitions . For the purposes of Section 5 and this Section 9 of these Articles Supplementary, the following terms shall have the following meanings:

" Aggregate Stock Ownership Limit " has the meaning set forth in Article 6 of the Charter.

" Beneficial Ownership " shall mean ownership of Series E Preferred Stock by a Person who is or would be treated as an owner of such Series E Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms " Beneficial Owner ," " Beneficially Owns " and " Beneficially Owned " shall have the correlative meanings.

" Capital Stock " has the meaning set forth in Article 6 of the Charter.

" Charitable Beneficiary " shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

" Code " shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

" Constructive Ownership " shall mean ownership of Series E Preferred Stock by a Person who is or would be treated as an owner of such Series E Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms " Constructive Owner ," " Constructively Owns " and " Constructively Owned " shall have the correlative meanings.

" Individual " means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

" IRS " means the United States Internal Revenue Service.

" Market Price " shall mean the last reported sales price reported on the NYSE of the Series E Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series E Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series E Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series E Preferred Stock may be traded, or if the Series E Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series E Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

" Ownership Limit " shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series E Preferred Stock of the Company. The number and value of shares of outstanding Series E Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

" Person " shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series E Preferred Stock provided that the ownership of such shares of Series E Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

" Purported Beneficial Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series E Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

" Purported Record Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series E Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

" REIT " shall mean a real estate investment trust under Sections 856 through 860 of the Code.

" Restriction Termination Date " shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

" Trading Day " means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

" Transfer " shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series E Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series E Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series E Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series E Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series E Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

" Trust " shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

" Trustee " shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers .

(i) Prior to the Restriction Termination Date, but subject to Section 9(l):

(A) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series E Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series E Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series E Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series E Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series E Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series E Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series E Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series E Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series E Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void ab initio, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series E Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio, and the intended transferee shall acquire no rights in such Series E Preferred Stock.

(c) Transfers of Series E Preferred Stock in Trust .

(i) Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series E Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

(ii) Series E Preferred Stock held by the Trustee shall be issued and outstanding Series E Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series E Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series E Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series E Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series E Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series E Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series E Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series E Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series E Preferred Stock prior to the discovery by the Company that the Series E Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided , however , that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote.

Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series E Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within twenty (20) days of receiving notice from the Company that shares of Series E Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series E Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series E Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series E Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series E Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series E Preferred Stock at Market Price, the Market Price of such shares of Series E Preferred Stock on the day of the event which resulted in the transfer of such shares of Series E Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series E Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series E Preferred Stock have been transferred to the Trustee, such shares of Series E Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series E Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series E Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series E Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series E Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series E Preferred Stock at Market Price, the Market Price of such shares of Series E Preferred Stock on the day of the event which resulted in the transfer of such shares of Series E Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series E Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series E Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series E Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series E Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach . If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may

acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series E Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board of Directors or the Committee or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series E Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided , however , that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void ab initio irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer . Any Person who acquires or attempts to acquire shares of Series E Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information . Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series E Preferred Stock and each Person (including the stockholder of record) who is holding Series E Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited . Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity . In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series E Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series E Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series E Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series E Preferred Stock based upon the relative number of the shares of Series E Preferred Stock held by each such Person.

(i) Exceptions .

(i) Subject to Section 9(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series E Preferred Stock in violation of Section 9(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 9(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series E

Preferred Stock in violation of Section 9(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 9(b)(i)(C) and the remainder of this Section 9(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided , however , that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series E Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series E Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series E Preferred Stock in excess of such percentage ownership of Series E Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series E Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends . Each certificate for Series E Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 7.000% SERIES E CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES E PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES E PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES E PREFERRED STOCK IN

EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES E PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES E PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES E PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES E PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID AB INITIO AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES E PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES E PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES E PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES E PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID AB INITIO. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES E PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES E PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability . If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE . Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series E Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

(m) Applicability of Section 9 . The provisions set forth in this Section 9 shall apply to the Series E Preferred Stock notwithstanding any contrary provisions of the Series E Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 10. No Conversion Rights . The shares of Series E Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Section 11. Record Holders . The Company and its transfer agent may deem and treat the record holder of any Series E Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

Section 12. No Maturity or Sinking Fund . The Series E Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series E Preferred Stock; provided , however , that the Series E Preferred Stock owned by a stockholder in excess of the Ownership Limit or Aggregate Stock Ownership Limit shall be subject to the provisions of Section 5 and Section 9 of this Articles Supplementary.

Section 13. Exclusion of Other Rights . The Series E Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 14. Headings of Subdivisions . The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 15. Severability of Provisions . If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series E Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series E Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series E Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 16. No Preemptive Rights . No holder of Series E Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH : The Series E Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH : These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH : These Articles Supplementary shall be effective at the time the State Department of Assessments and Taxation of Maryland accepts these Articles Supplementary for record.

SEVENTH : The undersigned Chief Executive Officer of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and attested to by its Chief Financial Officer, Chief Investment Officer and Secretary as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ Michael F. Foust
Name: Michael F. Foust
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Financial Officer, Chief Investment Officer and Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES OF AMENDMENT**

Digital Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST : The charter of the Corporation (the "Charter") is hereby amended by deleting therefrom in their entirety the first two sentences of Section 5.1 of Article V and inserting in lieu thereof two new sentences to read as follows:

> The Corporation has authority to issue 195,000,000 shares of stock, consisting of 165,000,000 shares of Common Stock, $.01 par value per share ("Common Stock"), and 30,000,000 shares of Preferred Stock, $.01 par value per share ("Preferred Stock"). The aggregate par value of all authorized shares of stock having par value is $1,950,000.

SECOND : The total number of shares of stock which the Corporation had authority to issue immediately prior to the foregoing amendment of the Charter was 175,000,000 shares of stock, consisting of 145,000,000 shares of Common Stock, $.01 par value per share, and 30,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value was $1,750,000.

THIRD : The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment of the Charter is 195,000,000 shares of stock, consisting of 165,000,000 shares of Common Stock, $.01 par value per share, and 30,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value is $1,950,000.

FOURTH : The information required by Section 2-607(b)(2)(i) of the Maryland General Corporation Law (the "MGCL") is not changed by the foregoing amendment of the Charter.

FIFTH : The foregoing amendment of the Charter was approved by a majority of the entire Board of Directors of the Corporation as required by law and was limited to a change expressly authorized by Section 2-105(a)(12) of the MGCL without any action by the stockholders of the Corporation.

SIXTH : The undersigned acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed under seal in its name and on its behalf by its Chief Financial Officer, Chief Investment Officer and Secretary and attested to by its Senior Vice President, General Counsel and Assistant Secretary on this 28th day of October, 2011.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein (SEAL)
Name: A. William Stein
Title: Chief Financial Officer, Chief Investment Officer and Secretary

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Assistant Secretary

**DIGITAL REALTY TRUST, INC.**
**ARTICLES SUPPLEMENTARY**
**8,050,000 SHARES OF**
**6.625% SERIES F CUMULATIVE REDEEMABLE PREFERRED STOCK**
**APRIL 4, 2012**

Digital Realty Trust, Inc., a Maryland corporation (the " Company "), hereby certifies to the State Department of Assessments and Taxation of Maryland (the " Department ") that:

FIRST : Pursuant to the authority expressly vested in the Board of Directors of the Company (the " Board of Directors ") by Article IV of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (the " Charter ") and Section 2-105 of the Maryland General Corporation Law (the " MGCL "), the Board of Directors, by resolutions duly adopted on March 14, 2012, has authorized the issuance, classification and designation of a number of shares of the authorized but unissued preferred stock of the Company, par value $0.01 per share (" Preferred Stock "), as a separate class of Preferred Stock, that, on the date of issue, have a liquidation value or aggregate offering price of up to $275,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), and, pursuant to the powers contained in the Bylaws of the Company and the MGCL, appointed a committee (the " Committee ") of the Board of Directors and delegated to the Committee, to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, provided that in no event shall the liquidation value or aggregate offering price of such shares exceed $275,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND : The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "6.625% Series F Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 6.625% Series F Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 7,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 6.625% Series F Cumulative Redeemable Preferred Stock.

THIRD : The designation, number of shares, preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 6.625% Series F Cumulative Redeemable Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Section 1. Designation and Number . A series of Preferred Stock, designated the "6.625% Series F Cumulative Redeemable Preferred Stock" (the " Series F Preferred Stock "), is hereby established. The number of shares of Series F Preferred Stock shall be 8,050,000.

Section 2. Rank . The Series F Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (a) senior to all classes or series of the Company's common stock, par value $0.01 per share (the " Common Stock "), and all classes or series

of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series F Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (b) on parity with the Series C Cumulative Convertible Preferred Stock, par value $0.01 per share, the Series D Cumulative Convertible Preferred Stock, par value $0.01 per share, and the Series E Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series F Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series F Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term " capital stock " does not include convertible or exchangeable debt securities, which will rank senior to the Series F Preferred Stock prior to conversion or exchange. The Series F Preferred Stock will also rank junior in right of payment to the Company's other existing and future debt obligations.

Section 3. Dividends .

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series F Preferred Stock as to dividends, the holders of shares of the Series F Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 6.625% per annum of the $25.00 liquidation preference per share of the Series F Preferred Stock (equivalent to a fixed annual amount of $1.65625 per share of the Series F Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series F Preferred Stock are issued (the " Original Issue Date ") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing June 30, 2012; provided , however , that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid on the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series F Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series F Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series F Preferred Stock that is outstanding on such date. " Dividend Record Date " shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. " Dividend Payment Date " shall mean the last calendar day of each March, June, September and December, commencing on June 30, 2012. " Dividend Period " shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include June 30, 2012, and other than the Dividend Period during which any shares of Series F Preferred Stock shall be redeemed pursuant to Section 5 or Section 6, which shall end on and include the day preceding the call date with respect to the shares of Series F Preferred Stock being redeemed).

The term " Business Day " shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series F Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set

apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series F Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series F Preferred Stock as to dividends and upon liquidation) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series F Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series F Preferred Stock as to dividends and upon liquidation, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 9 hereof), unless full cumulative dividends on the Series F Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series F Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series F Preferred Stock, all dividends declared upon the Series F Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series F Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series F Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series F Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series F Preferred Stock which may be in arrears.

(e) Holders of shares of Series F Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series F Preferred Stock as provided herein. Any dividend payment made on the Series F Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid distributions on the Series F Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference .

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series F Preferred Stock, the holders of shares of Series F Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series F Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to liquidation rights, on parity with the Series F Preferred Stock in the distribution of assets, then the holders of the Series F Preferred Stock and each such other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up, on parity with the Series F Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series F Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company.

After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series F Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series F Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption .

(a) Shares of Series F Preferred Stock shall not be redeemable prior to April 5, 2017 except as set forth in Section 6 or to preserve the status of the Company as a REIT (as defined in Section 9(a)) for United States federal income tax purposes. In addition, the Series F Preferred Stock shall be subject to the provisions of Section 9 pursuant to which Series F Preferred Stock owned by a stockholder in excess of the Ownership Limit (as defined in Section 9(a)) shall automatically be transferred to a Trust (as defined in Section 9(a)) for the exclusive benefit of a Charitable Beneficiary (as defined in Section 9(a)).

(b) On and after April 5, 2017, the Company, at its option upon not fewer than 30 or more than 60 days' written notice, may redeem the Series F Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not authorized or declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the " Redemption Right "). If fewer than all of the outstanding shares of Series F Preferred Stock are to be redeemed, the shares of Series F Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot or by any other equitable method determined by the Company that will not result in a violation of the Ownership Limit or the Aggregate Stock Ownership Limit (each as defined in Section 9(a)). If redemption is to be by lot and, as a result, any holder of shares of Series F Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 9(i), because such holder's shares of Series F Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series F Preferred Stock of such holder such that no holder will hold an amount of Series F Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption. Holders of Series F Preferred Stock to be redeemed shall surrender such Series F Preferred Stock at the place, or in accordance with the book entry procedures, designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series F Preferred Stock has been given (in the case of a redemption of the Series F Preferred Stock other than to preserve the status of the Company as a REIT), (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series F Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series F Preferred Stock, such shares of Series F Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series F Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series F Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series F Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series F Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption any shares of Series F Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on the Series F Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no shares of Series F Preferred Stock shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding shares of Series F Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series F Preferred Stock or any class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series F Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to dividends and upon liquidation, junior to the Series F Preferred Stock); provided , however , that the foregoing shall not prevent the purchase of Series F Preferred Stock, or any other class or series of capital stock of the Company ranking, as to dividends or upon liquidation, on parity with or junior to the Series F Preferred Stock, by the Company in accordance with the terms of Sections 5(c) and 9 of these Articles Supplementary or otherwise, in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series F Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series F Preferred Stock.

(e) Notice of redemption pursuant to the Redemption Right will be given by publication in a newspaper of general circulation in the City of New York, such publication to be made once a week for two successive weeks commencing not fewer than 30 or more than 60 days prior to the redemption date. A similar notice will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series F Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series F Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series F Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series F Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series F Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series F Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series F Preferred Stock to be redeemed will cease to accumulate on such redemption date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series F Preferred Stock. If fewer than all of the shares of Series F Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series F Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series F Preferred Stock in the event such holder's Series F Preferred Stock is redeemed in accordance with Sections 5(c) and 9 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series F Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series F Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series F Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series F Preferred Stock redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series F Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided , however , that the Series F Preferred Stock owned by a stockholder in excess of the applicable ownership limit shall be subject to the provisions of this Section 5 and Section 9 of these Articles Supplementary.

Section 6. Special Optional Redemption by the Company .

(a) Upon the occurrence of a Change of Control (as defined below), the Company will have the option upon written notice mailed by the Company, postage pre-paid, no fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of shares of the Series F Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company, to redeem shares of the Series F Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, for cash at $25.00 per share plus accrued and unpaid dividends, if any, to, but not including, the redemption date (" Special Optional Redemption Right "). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series F Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series F Preferred Stock (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of shares of Series F Preferred Stock will not have the conversion right described below in Section 8.

A " Change of Control " is when, after the original issuance of the Series F Preferred Stock, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of the total voting power of all stock of the Company entitled to vote generally in the election of the Company's directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the " NYSE "), the NYSE Amex Equities (the " NYSE Amex "), or the NASDAQ Stock Market (" NASDAQ "), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE Amex or NASDAQ.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series F Preferred Stock may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series F Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series F Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series F Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series F Preferred Stock to be redeemed will cease to accumulate on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series F Preferred Stock; (viii) that the shares of Series F Preferred Stock are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the shares of Series F Preferred Stock to which the notice relates will not be able to tender such shares of Series F Preferred Stock for conversion in connection with the Change of Control and each share of Series F Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for

redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series F Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series F Preferred Stock held by such holder to be redeemed.

If fewer than all of the outstanding shares of Series F Preferred Stock are to be redeemed pursuant to the Special Optional Redemption Right, the shares to be redeemed shall be selected pro rata (as nearly as practicable without creating fractional shares) by lot or in such other equitable method determined by the Company that will not result in a violation of the Ownership Limit or the Aggregate Stock Ownership Limit (each as defined in Section 9(a)). If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of shares of Series F Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i), because such holder's shares of Series F Preferred Stock were not redeemed, or were only redeemed in part then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series F Preferred Stock of such holder such that no holder will hold an amount of Series F Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption.

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set aside sufficient funds for the redemption in trust for the benefit of the holders of the Series F Preferred Stock called for redemption, then from and after the redemption date, those shares of Series F Preferred Stock will be treated as no longer being outstanding, no further dividends will accrue and all other rights of the holders of those shares of Series F Preferred Stock will terminate. The holders of those shares of Series F Preferred Stock will retain their right to receive the redemption price for their shares and any accrued and unpaid dividends to, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series F Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series F Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series F Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(d) The holders of Series F Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payable with respect to the Series F Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series F Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series F Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

(e) All shares of the Series F Preferred Stock redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

Section 7. Voting Rights .

(a) Holders of the Series F Preferred Stock shall not have any voting rights, except as set forth in this Section 7.

(b) Whenever dividends on any shares of Series F Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a " Preferred Dividend Default "), the holders of such Series F Preferred Stock (voting together as a single class with all other classes or series of preferred stock of the Company upon which like voting rights have been conferred and are exercisable (" Parity Preferred "), including the Series C Cumulative Convertible Preferred Stock, the Series D Cumulative Convertible Preferred Stock and the Series E Cumulative Redeemable Preferred Stock of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the " Preferred Directors ") until all dividends accumulated on such Series F Preferred Stock and Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof is set aside for payment. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series F Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series F Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly dividend periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series F Preferred Stock and Parity Preferred, a special meeting of the holders of Series F Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series F Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series F Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series F Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series F Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series F Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series F Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series F Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series F Preferred Stock and all classes or series of Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof is set aside for payment, the right of the holders of Series F Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the

entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series F Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 7(b) (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series F Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series F Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series F Preferred Stock and each other class or series of preferred stock ranking on parity with the Series F Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company upon which like voting rights have been conferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting as a single class) will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series F Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the Company or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such capital stock; or (ii) amend, alter or repeal the provisions of the Charter or the terms of the Series F Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an " Event "), so as to materially and adversely affect any right, preference, privilege or voting power of the Series F Preferred Stock; provided however , with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series F Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series F Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series F Preferred Stock receive the greater of the full trading price of the Series F Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series F Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. Holders of shares of Series F Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the number of authorized shares of Series F Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series F Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series F Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series F Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series F Preferred Stock.

(g) The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series F Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series F Preferred Stock may vote (as expressly provided herein), each share of Series F Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 8. Conversion . The shares of Series F Preferred Stock are not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of shares of Series F Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series F Preferred Stock pursuant to the Redemption Right or Special Optional Redemption Right, to convert some or all of the Series F Preferred Stock held by such holder (the " Change of Control Conversion Right ") on the Change of Control Conversion Date into a number of shares of Common Stock, per share of Series F Preferred Stock to be converted (the " Common Stock Conversion Consideration ") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the $25.00 liquidation preference per share of Series F Preferred Stock to be converted plus (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends will be included in such sum) by (ii) the Common Stock Price (as defined herein) and (B) 0.6843 (the " Share Cap "), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a distribution of the Common Stock), subdivisions or combinations (in each case, a " Share Split ") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Share Cap in effect immediately prior to such Share Split by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 4,790,100 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable), subject to increase to the extent the underwriters' over-allotment option to purchase additional shares of Series F Preferred Stock in the initial public offering of Series F Preferred Stock is exercised, not to exceed 5,508,615 shares of Common Stock in total (or equivalent Alternative Conversion Consideration, as applicable) (the " Exchange Cap "). The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the " Alternative Form Consideration "), a holder of shares of Series F Preferred Stock shall receive upon conversion of such shares of Series F Preferred Stock the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the " Alternative Conversion Consideration "; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the " Conversion Consideration ").

In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The " Change of Control Conversion Date " shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

The " Common Stock Price " shall be (i) if the consideration to be received in the Change of Control by the holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock or (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Stock is then traded, or (y) the average of the last quoted bid prices for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Stock is not then listed for trading on a U.S. securities exchange.

(b) No fractional shares of Common Stock shall be issued upon the conversion of Series F Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(c) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series F Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any share of Series F Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series F Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date, which shall be a Business Day occurring within 20 to 35 days following the date of such notice; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the Series F Preferred Stock, the holder will not be able to convert shares of Series F Preferred Stock designated for redemption and such shares of Series F Preferred Stock shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series F Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series F Preferred Stock must follow to exercise the Change of Control Conversion Right.

(d) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series F Preferred Stock.

(e) In order to exercise the Change of Control Conversion Right, a holder of shares of Series F Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the shares of Series F Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series F Preferred Stock to be converted; and (iii) that the shares of Series F Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series F Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company (" DTC ").

(f) Holders of Series F Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series F Preferred Stock; (ii) if certificated shares of Series F Preferred Stock have been issued, the certificate numbers of the shares of withdrawn Series F Preferred Stock; and (iii) the number of shares of Series F Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series F Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(g) Shares of Series F Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem such shares of Series F Preferred Stock, whether pursuant to its Redemption Right or Special Optional Redemption Right. If the Company elects to redeem shares of Series F Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series F Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

(h) The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no holder of shares of Series F Preferred Stock will be entitled to convert such shares of Series F Preferred Stock into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 9(i).

Section 9. Restrictions on Ownership and Transfer to Preserve Tax Benefit .

(a) Definitions . For the purposes of Section 5 and this Section 9 of these Articles Supplementary, the following terms shall have the following meanings:

" Aggregate Stock Ownership Limit " has the meaning set forth in Article 6 of the Charter.

" Beneficial Ownership " shall mean ownership of Series F Preferred Stock by a Person who is or would be treated as an owner of such Series F Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms " Beneficial Owner ," " Beneficially Owns " and " Beneficially Owned " shall have the correlative meanings.

" Capital Stock " has the meaning set forth in Article 6 of the Charter.

" Charitable Beneficiary " shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

" Code " shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

" Constructive Ownership " shall mean ownership of Series F Preferred Stock by a Person who is or would be treated as an owner of such Series F Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms " Constructive Owner ," " Constructively Owns " and " Constructively Owned " shall have the correlative meanings.

" Individual " means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

" IRS " means the United States Internal Revenue Service.

“ Market Price ” shall mean the last reported sales price reported on the NYSE of the Series F Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series F Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series F Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series F Preferred Stock may be traded, or if the Series F Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series F Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

“ Ownership Limit ” shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series F Preferred Stock of the Company. The number and value of shares of outstanding Series F Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

“ Person ” shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series F Preferred Stock provided that the ownership of such shares of Series F Preferred Stock by such underwriter would not result in the Company being “closely held” within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

“ Purported Beneficial Transferee ” shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series F Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

“ Purported Record Transferee ” shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series F Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

“ REIT ” shall mean a real estate investment trust under Sections 856 through 860 of the Code.

“ Restriction Termination Date ” shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

“ Trading Day ” means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

“ Transfer ” shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series F Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series F Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series F Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series F Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series F Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

“ Trust ” shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

" Trustee " shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers .

(i) Prior to the Restriction Termination Date, but subject to Section 9(l):

(A) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series F Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series F Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series F Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series F Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series F Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series F Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series F Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series F Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series F Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void ab initio, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series F Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio, and the intended transferee shall acquire no rights in such Series F Preferred Stock.

(c) Transfers of Series F Preferred Stock in Trust .

(i) Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series F Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

(ii) Series F Preferred Stock held by the Trustee shall be issued and outstanding Series F Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series F Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series F Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series F Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series F Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series F Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series F Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series F Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series F Preferred Stock prior to the discovery by the Company that the Series F Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided , however , that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series F Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within twenty (20) days of receiving notice from the Company that shares of Series F Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series F Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series F Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series F Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series F Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series F Preferred Stock at Market Price, the Market Price of such shares of Series F Preferred Stock on the day of the event which resulted in the transfer of such shares of Series F Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series F Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series F Preferred Stock have been transferred to the Trustee, such shares of Series F Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series F Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series F Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series F Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series F Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series F Preferred Stock at Market Price, the Market Price of such shares of Series F Preferred Stock on the day of the event which resulted in the transfer of such shares of Series F Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series F Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series F Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series F Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series F Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach . If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series F Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board of Directors or the Committee or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series F Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided , however , that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void ab initio irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer . Any Person who acquires or attempts to acquire shares of Series F Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information . Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series F Preferred Stock and each Person (including the stockholder of record) who is holding Series F Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited . Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity . In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series F Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series F Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series F Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series F Preferred Stock based upon the relative number of the shares of Series F Preferred Stock held by each such Person.

(i) Exceptions .

(i) Subject to Section 9(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series F Preferred Stock in violation of Section 9(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 9(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series F Preferred Stock in violation of Section 9(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 9(b)(i)(C) and the remainder of this Section 9(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided , however , that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series F Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series F Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series F Preferred Stock in excess of such percentage ownership of Series F Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series F Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends . Each certificate for Series F Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 6.625% SERIES F CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES F PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES F PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES F PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES F PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES F PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES F PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES F PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID AB INITIO AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES F PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN

SERIES F PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES F PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES F PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID AB INITIO. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES F PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES F PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability . If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE . Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series F Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

(m) Applicability of Section 9 . The provisions set forth in this Section 9 shall apply to the Series F Preferred Stock notwithstanding any contrary provisions of the Series F Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 10. No Conversion Rights . The shares of Series F Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Section 11. Record Holders . The Company and its transfer agent may deem and treat the record holder of any Series F Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

Section 12. No Maturity or Sinking Fund . The Series F Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series F Preferred Stock; provided , however , that the Series F Preferred Stock owned by a stockholder in excess of the Ownership Limit or Aggregate Stock Ownership Limit shall be subject to the provisions of Section 5 and Section 9 of this Articles Supplementary.

Section 13. Exclusion of Other Rights . The Series F Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 14. Headings of Subdivisions . The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 15. Severability of Provisions . If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series F Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series F Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series F Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 16. No Preemptive Rights . No holder of Series F Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH : The Series F Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH : These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH : These Articles Supplementary shall be effective at the time the Department accepts these Articles Supplementary for record.

SEVENTH : The undersigned Chief Executive Officer of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and attested to by its Chief Financial Officer, Chief Investment Officer and Secretary as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ Michael F. Foust
Name: Michael F. Foust
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Financial Officer, Chief Investment Officer and Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**10,350,000 SHARES OF**

**5.875% SERIES G CUMULATIVE REDEEMABLE PREFERRED STOCK**

**April 8, 2013**

Digital Realty Trust, Inc., a Maryland corporation (the " Company "), hereby certifies to the State Department of Assessments and Taxation of Maryland (the " Department ") that:

FIRST : Pursuant to the authority expressly vested in the Board of Directors of the Company (the " Board of Directors ") by Article IV of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (as amended and supplemented to date and as may be amended and supplemented from time to time, the " Charter ") and Section 2-105 of the Maryland General Corporation Law (the " MGCL "), the Board of Directors, by resolutions duly adopted on June 22, 2012, has authorized the issuance, classification and designation of a number of shares of the authorized but unissued preferred stock of the Company, par value $0.01 per share (" Preferred Stock "), as a separate class of Preferred Stock, that, on the date of issue, has a liquidation value or aggregate offering price of up to $250,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), and, pursuant to the powers contained in the Fourth Amended and Restated Bylaws (as may be amended from time to time, the " Bylaws ") of the Company and the MGCL, appointed a committee (the " Committee ") of the Board of Directors and delegated to the Committee, to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, provided that in no event shall the liquidation value or aggregate offering price of such shares exceed $250,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND : The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "5.875% Series G Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 5.875% Series G Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 9,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 5.875% Series G Cumulative Redeemable Preferred Stock.

THIRD : The designation, number of shares, preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 5.875% Series G Cumulative Redeemable Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Section 1. Designation and Number . A series of Preferred Stock, designated the "5.875% Series G Cumulative Redeemable Preferred Stock" (the " Series G Preferred Stock "), is hereby established. The number of shares of Series G Preferred Stock shall be 10,350,000.

Section 2. Rank . The Series G Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (a) senior to all classes or

series of the Company's common stock, par value $0.01 per share (the " Common Stock "), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series G Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (b) on parity with the Series E Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series F Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series G Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series G Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term " capital stock " does not include convertible or exchangeable debt securities, which will rank senior to the Series G Preferred Stock prior to conversion or exchange. The Series G Preferred Stock will also rank junior in right of payment to the Company's existing and future debt obligations.

Section 3. Dividends .

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series G Preferred Stock as to dividends, the holders of shares of the Series G Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 5.875% per annum of the $25.00 liquidation preference per share of the Series G Preferred Stock (equivalent to a fixed annual amount of $1.46875 per share of the Series G Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series G Preferred Stock are issued (the " Original Issue Date ") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing June 28, 2013; provided , however , that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid, at the Company's option, on either the immediately preceding Business Day or the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series G Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series G Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series G Preferred Stock that is outstanding on such date. " Dividend Record Date " shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. " Dividend Payment Date " shall mean the last calendar day of each March, June, September and December, commencing on June 28, 2013. " Dividend Period " shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include June 30, 2013, and other than the Dividend Period during which any shares of Series G Preferred Stock shall be redeemed pursuant to Section 5 or Section 6, which shall end on and include the day preceding the redemption date with respect to the shares of Series G Preferred Stock being redeemed).

The term " Business Day " shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series G Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series G Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series G Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, on parity with or junior to the Series G Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series G Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 9 hereof), unless full cumulative dividends on the Series G Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series G Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series G Preferred Stock, all dividends declared upon the Series G Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series G Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series G Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series G Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series G Preferred Stock which may be in arrears.

(e) Holders of shares of Series G Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series G Preferred Stock as provided herein. Any dividend payment made on the Series G Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid distributions on the Series G Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference .

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series G Preferred Stock, the holders of shares of Series G Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series G Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to rights upon the Company's liquidation, dissolution or winding up, on parity with the Series G Preferred Stock in the distribution of assets, then the holders of the Series G Preferred Stock and each such other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up, on parity with the Series G Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein,

to each record holder of shares of Series G Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series G Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series G Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption .

(a) Shares of Series G Preferred Stock shall not be redeemable prior to April 9, 2018 except as set forth in Section 6 or to preserve the status of the Company as a REIT (as defined in Section 9(a)) for United States federal income tax purposes. In addition, the Series G Preferred Stock shall be subject to the provisions of Section 9 pursuant to which Series G Preferred Stock owned by a stockholder in excess of the Ownership Limit (as defined in Section 9(a)) shall automatically be transferred to a Trust (as defined in Section 9(a)) for the exclusive benefit of a Charitable Beneficiary (as defined in Section 9(a)).

(b) On and after April 9, 2018, the Company, at its option upon not fewer than 30 or more than 60 days' written notice, may redeem the Series G Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not authorized or declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the " Redemption Right "). If fewer than all of the outstanding shares of Series G Preferred Stock are to be redeemed, the shares of Series G Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot or by any other equitable method determined by the Company that will not result in a violation of the Ownership Limit or the Aggregate Stock Ownership Limit (each as defined in Section 9(a)). If redemption is to be by lot and, as a result, any holder of shares of Series G Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 9(i), because such holder's shares of Series G Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series G Preferred Stock of such holder such that no holder will hold an amount of Series G Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption. Holders of Series G Preferred Stock to be redeemed shall surrender such Series G Preferred Stock at the place, or in accordance with the book entry procedures, designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series G Preferred Stock has been given (in the case of a redemption of the Series G Preferred Stock other than to preserve the status of the Company as a REIT), (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series G Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series G Preferred Stock, such shares of Series G Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series G Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series G Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series G Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series G Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption any shares of Series G Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on the Series G Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no shares of Series G Preferred Stock shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding shares of Series G Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series G Preferred Stock or any class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series G Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, junior to the Series G Preferred Stock); provided , however , that the foregoing shall not prevent the purchase of Series G Preferred Stock, or any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series G Preferred Stock, by the Company in accordance with the terms of Sections 5(c) and 9 of these Articles Supplementary or otherwise, in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series G Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series G Preferred Stock.

(e) Notice of redemption pursuant to the Redemption Right will be given by publication in a newspaper of general circulation in the City of New York, such publication to be made once a week for two successive weeks commencing not fewer than 30 or more than 60 days prior to the redemption date. A similar notice will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series G Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series G Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series G Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series G Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series G Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series G Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series G Preferred Stock to be redeemed will cease to accumulate on such redemption date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series G Preferred Stock. If fewer than all of the shares of Series G Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series G Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series G Preferred Stock in the event such holder's Series G Preferred Stock is redeemed in accordance with Sections 5(c) and 9 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series G Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series G Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series G Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series G Preferred Stock redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series G Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided , however , that the Series G Preferred Stock owned by a stockholder in excess of the applicable ownership limit shall be subject to the provisions of this Section 5 and Section 9 of these Articles Supplementary.

Section 6. Special Optional Redemption by the Company .

(a) Upon the occurrence of a Change of Control (as defined below), the Company will have the option upon written notice mailed by the Company, postage pre-paid, no fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of shares of the Series G Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company, to redeem shares of the Series G Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, for cash at $25.00 per share plus accrued and unpaid dividends, if any, to, but not including, the redemption date (" Special Optional Redemption Right "). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series G Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series G Preferred Stock (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of shares of Series G Preferred Stock will not have the conversion right described below in Section 8.

A " Change of Control " is when, after the original issuance of the Series G Preferred Stock, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of the total voting power of all stock of the Company entitled to vote generally in the election of the Company's directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the " NYSE "), the NYSE MKT LLC (the " NYSE MKT "), or the NASDAQ Stock Market (" NASDAQ "), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE MKT or NASDAQ.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series G Preferred Stock may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series G Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series G Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series G Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series G Preferred Stock to be redeemed will cease to accumulate on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series G Preferred Stock; (viii) that the shares of Series G Preferred Stock are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the shares of Series G Preferred Stock to which the notice relates will not be able to tender such shares of Series G Preferred Stock for conversion in connection with the Change of Control and each share of Series G Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series G Preferred Stock held by any holder are to be redeemed,

the notice mailed to such holder shall also specify the number of shares of Series G Preferred Stock held by such holder to be redeemed.

If fewer than all of the outstanding shares of Series G Preferred Stock are to be redeemed pursuant to the Special Optional Redemption Right, the shares to be redeemed shall be selected pro rata (as nearly as practicable without creating fractional shares) by lot or in such other equitable method determined by the Company that will not result in a violation of the Ownership Limit or the Aggregate Stock Ownership Limit (each as defined in Section 9(a)). If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of shares of Series G Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i), because such holder's shares of Series G Preferred Stock were not redeemed, or were only redeemed in part then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series G Preferred Stock of such holder such that no holder will hold an amount of Series G Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption.

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set aside sufficient funds for the redemption in trust for the benefit of the holders of the Series G Preferred Stock called for redemption, then from and after the redemption date, those shares of Series G Preferred Stock will be treated as no longer being outstanding, no further dividends will accrue and all other rights of the holders of those shares of Series G Preferred Stock will terminate. The holders of those shares of Series G Preferred Stock will retain their right to receive the redemption price for their shares and any accrued and unpaid dividends to, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series G Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series G Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series G Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(d) The holders of Series G Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payable with respect to the Series G Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series G Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series G Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

(e) All shares of the Series G Preferred Stock redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

Section 7. Voting Rights .

(a) Holders of the Series G Preferred Stock shall not have any voting rights, except as set forth in this Section 7.

(b) Whenever dividends on any shares of Series G Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a " Preferred Dividend Default "), the holders of such Series G Preferred Stock (voting separately as a class together with all other classes or series of preferred stock of the Company ranking on parity with the Series G Preferred Stock with respect to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up and upon which like voting rights have been conferred and are exercisable (" Parity Preferred "), including the Series E Cumulative Redeemable Preferred Stock and the Series F Cumulative Redeemable Preferred Stock of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the " Preferred Directors ") until all dividends accumulated on such Series G Preferred Stock and Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof is set aside for payment. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series G Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series G Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly dividend periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series G Preferred Stock and Parity Preferred, a special meeting of the holders of Series G Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series G Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series G Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series G Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series G Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series G Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series G Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series G Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series G Preferred Stock and all classes or series of Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof is set aside for payment, the right of the holders of Series G Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series G Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 7(b) (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series G Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series G Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series G Preferred Stock and each other class or series of Parity Preferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting together as a single class) will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series G Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the Company (collectively, " Senior Capital Stock ") or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Senior Capital Stock; or (ii) amend, alter or repeal the provisions of the Charter, including the terms of the Series G Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an " Event "), so as to materially and adversely affect any right, preference, privilege or voting power of the Series G Preferred Stock; provided however , with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series G Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series G Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series G Preferred Stock receive the greater of the full trading price of the Series G Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series G Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. If any Event set forth in (ii) above would materially and adversely affect the rights, preferences, privileges or voting powers of the Series G Preferred Stock disproportionately relative to other classes or series of Parity Preferred, the affirmative vote of the holders of at least two-thirds of the outstanding shares of the Series G Preferred Stock, voting separately as a class, will also be required. Holders of shares of Series G Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the number of authorized shares of Series G Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series G Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series G Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series G Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series G Preferred Stock.

(g) The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series G Preferred Stock shall have been redeemed or called for redemption upon proper notice pursuant to these Articles Supplementary, and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series G Preferred Stock may vote (as expressly provided herein), each share of Series G Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 8. Conversion . The shares of Series G Preferred Stock are not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of shares of Series G Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series G Preferred Stock pursuant to the Redemption Right or Special Optional Redemption Right, to convert some or all of the Series G Preferred Stock held by such holder (the " Change of Control Conversion Right ") on the Change of Control Conversion Date into a number of shares of Common Stock, per share of Series G Preferred Stock to be converted (the " Common Stock Conversion Consideration ") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the $25.00 liquidation preference per share of Series G Preferred Stock to be converted plus (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends

will be included in such sum) by (ii) the Common Stock Price (as defined herein) and (B) 0.7532 (the " Share Cap "), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a distribution of the Common Stock), subdivisions or combinations (in each case, a " Share Split ") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Share Cap in effect immediately prior to such Share Split by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 6,778,800 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable), subject to increase to the extent the underwriters' over-allotment option to purchase additional shares of Series G Preferred Stock in the initial public offering of Series G Preferred Stock is exercised, not to exceed 7,795,620 shares of Common Stock in total (or equivalent Alternative Conversion Consideration, as applicable) (the " Exchange Cap "). The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the " Alternative Form Consideration "), a holder of shares of Series G Preferred Stock shall receive upon conversion of such shares of Series G Preferred Stock the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the " Alternative Conversion Consideration "; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the " Conversion Consideration ").

In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The " Change of Control Conversion Date " shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

The " Common Stock Price " shall be (i) if the consideration to be received in the Change of Control by the holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock or (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Stock is then traded, or (y) the average of the last quoted bid prices for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Stock is not then listed for trading on a U.S. securities exchange.

(b) No fractional shares of Common Stock shall be issued upon the conversion of Series G Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(c) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series G Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any share of Series G Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series G Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date, which shall be a Business Day occurring within 20 to 35 days following the date of such notice; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the Series G Preferred Stock, the holder will not be able to convert shares of Series G Preferred Stock designated for redemption and such shares of Series G Preferred Stock shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series G Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series G Preferred Stock must follow to exercise the Change of Control Conversion Right.

(d) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series G Preferred Stock.

(e) In order to exercise the Change of Control Conversion Right, a holder of shares of Series G Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the shares of Series G Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series G Preferred Stock to be converted; and (iii) that the shares of Series G Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series G Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company (" DTC ").

(f) Holders of Series G Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state:

(i) the number of withdrawn shares of Series G Preferred Stock; (ii) if certificated shares of Series G Preferred Stock have been issued, the certificate numbers of the shares of withdrawn Series G Preferred Stock; and (iii) the number of shares of Series G Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series G Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(g) Shares of Series G Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem such shares of Series G Preferred Stock, whether pursuant to its

Redemption Right or Special Optional Redemption Right. If the Company elects to redeem shares of Series G Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series G Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

(h) The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no holder of shares of Series G Preferred Stock will be entitled to convert such shares of Series G Preferred Stock into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 9(i).

Section 9. Restrictions on Ownership and Transfer to Preserve Tax Benefit .

(a) Definitions . For the purposes of Section 5 and this Section 9 of these Articles Supplementary, the following terms shall have the following meanings:

" Aggregate Stock Ownership Limit " has the meaning set forth in Article VI of the Charter.

" Beneficial Ownership " shall mean ownership of Series G Preferred Stock by a Person who is or would be treated as an owner of such Series G Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms " Beneficial Owner ," " Beneficially Owns " and " Beneficially Owned " shall have the correlative meanings.

" Capital Stock " has the meaning set forth in Article VI of the Charter.

" Charitable Beneficiary " shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

" Code " shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

" Constructive Ownership " shall mean ownership of Series G Preferred Stock by a Person who is or would be treated as an owner of such Series G Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms " Constructive Owner ," " Constructively Owns " and " Constructively Owned " shall have the correlative meanings.

" Individual " means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

" IRS " means the United States Internal Revenue Service.

" Market Price " shall mean the last reported sales price reported on the NYSE of the Series G Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series G Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series G Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation

system over which the Series G Preferred Stock may be traded, or if the Series G Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series G Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

" Ownership Limit " shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series G Preferred Stock of the Company. The number and value of shares of outstanding Series G Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

" Person " shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series G Preferred Stock provided that the ownership of such shares of Series G Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

" Purported Beneficial Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series G Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

" Purported Record Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series G Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

" REIT " shall mean a real estate investment trust under Sections 856 through 860 of the Code.

" Restriction Termination Date " shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

" Trading Day " means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

" Transfer " shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series G Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series G Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series G Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series G Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series G Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

" Trust " shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

" Trustee " shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers .

(i) Prior to the Restriction Termination Date, but subject to Section 9(l):

(A) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series G Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series G Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series G Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series G Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series G Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series G Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series G Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series G Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series G Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void *ab initio* , and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series G Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void *ab initio* , and the intended transferee shall acquire no rights in such Series G Preferred Stock.

(c) Transfers of Series G Preferred Stock in Trust .

(i) Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series G Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

(ii) Series G Preferred Stock held by the Trustee shall be issued and outstanding Series G Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series G Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee

shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series G Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series G Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series G Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series G Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series G Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series G Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series G Preferred Stock prior to the discovery by the Company that the Series G Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided , however , that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series G Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within twenty (20) days of receiving notice from the Company that shares of Series G Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series G Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series G Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series G Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series G Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series G Preferred Stock at Market Price, the Market Price of such shares of Series G Preferred Stock on the day of the event which resulted in the transfer of such shares of Series G Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series G Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series G Preferred Stock have been transferred to the Trustee, such shares of Series G Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series G Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series G Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series G Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series G Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series G Preferred Stock at Market Price, the Market Price of such shares of Series G Preferred Stock on the day of the event which resulted in the transfer of such shares of Series G Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported

Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series G Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series G Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series G Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series G Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach . If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series G Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board of Directors or the Committee or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series G Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided , however , that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void *ab initio* irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer . Any Person who acquires or attempts to acquire shares of Series G Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information . Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series G Preferred Stock and each Person (including the stockholder of record) who is holding Series G Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited . Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity . In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series G Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series G

Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series G Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series G Preferred Stock based upon the relative number of the shares of Series G Preferred Stock held by each such Person.

(i) Exceptions .

(i) Subject to Section 9(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series G Preferred Stock in violation of Section 9(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 9(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series G Preferred Stock in violation of Section 9(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 9(b)(i)(C) and the remainder of this Section 9(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided , however , that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series G Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series G Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series G Preferred Stock in excess of such percentage ownership of Series G Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series G Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends . Each certificate for Series G Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE

RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 5.875% SERIES G CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES G PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES G PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES G PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES G PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES G PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES G PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES G PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID *AB INITIO* AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES G PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES G PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES G PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES G PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID *AB INITIO* . ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES G PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES G PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability . If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE . Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series G Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

(m) Applicability of Section 9 . The provisions set forth in this Section 9 shall apply to the Series G Preferred Stock notwithstanding any contrary provisions of the Series G Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 10. No Conversion Rights . The shares of Series G Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Section 11. Record Holders . The Company and its transfer agent may deem and treat the record holder of any Series G Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

Section 12. No Maturity or Sinking Fund . The Series G Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series G Preferred Stock; provided , however , that the Series G Preferred Stock owned by a stockholder in excess of the Ownership Limit or Aggregate Stock Ownership Limit shall be subject to the provisions of Section 5 and Section 9 of this Articles Supplementary.

Section 13. Exclusion of Other Rights . The Series G Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 14. Headings of Subdivisions . The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 15. Severability of Provisions . If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series G Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series G Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series G Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 16. No Preemptive Rights . No holder of Series G Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH : The Series G Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH : These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH : These Articles Supplementary shall be effective at the time the Department accepts these Articles Supplementary for record.

SEVENTH : The undersigned Chief Executive Officer of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed in its name and on its behalf by its Chief Executive Officer and attested to by its Chief Financial Officer, Chief Investment Officer and Secretary as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ Michael F. Foust
Name: Michael F. Foust
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Financial Officer, Chief Investment Officer and Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES OF AMENDMENT**

Digital Realty Trust, Inc., a Maryland corporation (the " Corporation "), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST : The charter of the Corporation (the " Charter ") is hereby amended by deleting therefrom in their entirety the first two sentences of Section 5.1 of Article V and inserting in lieu thereof two new sentences to read as follows:

The Corporation has authority to issue 285,000,000 shares of stock, consisting of 215,000,000 shares of Common Stock, $.01 par value per share (" Common Stock "), and 70,000,000 shares of Preferred Stock, $.01 par value per share (" Preferred Stock "). The aggregate par value of all authorized shares of stock having par value is $2,850,000.

SECOND : The total number of shares of stock which the Corporation had authority to issue immediately prior to the foregoing amendment of the Charter was 195,000,000 shares of stock, consisting of 165,000,000 shares of Common Stock, $.01 par value per share, and 30,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value was $1,950,000.

THIRD : The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment of the Charter is 285,000,000 shares of stock, consisting of 215,000,000 shares of Common Stock, $.01 par value per share, and 70,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value is $2,850,000.

FOURTH : The information required by Section 2-607(b)(2)(i) of the Maryland General Corporation Law (the " MGCL ") is not changed by the foregoing amendment of the Charter.

FIFTH : The foregoing amendment of the Charter was approved by a majority of the entire Board of Directors of the Corporation as required by law and was limited to a change expressly authorized by Section 2-105(a)(13) of the MGCL without any action by the stockholders of the Corporation.

SIXTH : The undersigned acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed in its name and on its behalf by its Chief Financial Officer, Chief Investment Officer and Secretary and attested to by its Senior Vice President, General Counsel and Assistant Secretary on this 6th day of May, 2013.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Financial Officer, Chief Investment Officer and Secretary

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Assistant Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**13,800,000 SHARES OF**

**7.375% SERIES H CUMULATIVE REDEEMABLE PREFERRED STOCK**

**MARCH 25, 2014**

Digital Realty Trust, Inc., a Maryland corporation (the " Company "), hereby certifies to the State Department of Assessments and Taxation of Maryland (the " Department ") that:

FIRST : Pursuant to the authority expressly vested in the Board of Directors of the Company (the " Board of Directors ") by Article IV of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (as amended and supplemented to date and as may be amended and supplemented from time to time, the " Charter ") and Section 2-105 of the Maryland General Corporation Law (the " MGCL "), the Board of Directors, by resolutions duly adopted on May 1, 2013 has authorized the issuance, classification and designation of a number of shares of the authorized but unissued preferred stock of the Company, par value $0.01 per share (" Preferred Stock "), as a separate class of Preferred Stock, that, on the date of issue, has a liquidation value or aggregate offering price of up to $400,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), and, pursuant to the powers contained in the Fourth Amended and Restated Bylaws (as may be amended from time to time, the " Bylaws ") of the Company and the MGCL, appointed a committee (the " Committee ") of the Board of Directors and delegated to the Committee, to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, provided that in no event shall the liquidation value or aggregate offering price of such shares exceed $400,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND : The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "7.375% Series H Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 7.375% Series H Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 12,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 7.375% Series H Cumulative Redeemable Preferred Stock.

THIRD : The designation, number of shares, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 7.375% Series H Cumulative Redeemable Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Section 1. Designation and Number . A series of Preferred Stock, designated the "7.375% Series H Cumulative Redeemable Preferred Stock" (the " Series H Preferred Stock "), is hereby established. The number of shares of Series H Preferred Stock shall be 13,800,000.

Section 2. Rank . The Series H Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (a) senior to all classes or series of the Company's common stock, par value $0.01 per share (the " Common Stock "), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series H Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (b) on parity with the Series E Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series F Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series H Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series H Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term " capital stock " does not include convertible or exchangeable debt securities, which will rank senior to the Series H Preferred Stock prior to conversion or exchange. The Series H Preferred Stock will also rank junior in right of payment to the Company's existing and future debt obligations.

Section 3. Dividends .

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series H Preferred Stock as to dividends, the holders of shares of the Series H Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 7.375% per annum of the $25.00 liquidation preference per share of the Series H Preferred Stock (equivalent to a fixed annual amount of $1.84375 per share of the Series H Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series H Preferred Stock are issued (the " Original Issue Date ") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing June 30, 2014; provided , however , that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid, at the Company's option, on either the immediately preceding Business Day or the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series H Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series H Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series H Preferred Stock that is outstanding on such date. " Dividend Record Date " shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. " Dividend Payment Date " shall mean the last calendar day of each March, June, September and December, commencing on June 30, 2014. " Dividend Period " shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include June 30, 2014, and other than the Dividend Period during which any shares of Series H Preferred Stock shall be redeemed pursuant to Section 5 or Section 6, which shall end on and include the day preceding the redemption date with respect to the shares of Series H Preferred Stock being redeemed).

The term " Business Day " shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series H Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series H Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series H Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, on parity with or junior to the Series H Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series H Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 9 hereof), unless full cumulative dividends on the Series H Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series H Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series H Preferred Stock, all dividends declared upon the Series H Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series H Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series H Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series H Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series H Preferred Stock which may be in arrears.

(e) Holders of shares of Series H Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series H Preferred Stock as provided herein. Any dividend payment made on the Series H Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid distributions on the Series H Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference .

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series H Preferred Stock, the holders of shares of Series H Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company and, subject to compliance with section 7(f)(i) of these Articles Supplementary, any class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, senior to the Series H Preferred Stock, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series H Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to rights upon the Company's liquidation, dissolution or winding up, on parity with the Series H Preferred Stock in the distribution of assets, then the holders of the Series H Preferred Stock and each such other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up, on parity with the Series H Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series H Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series H Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series H Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption .

(a) Shares of Series H Preferred Stock shall not be redeemable prior to March 26, 2019 except as set forth in Section 6 or to preserve the status of the Company as a REIT (as defined in Section 9(a)) for United States federal income tax purposes. In addition, the Series H Preferred Stock shall be subject to the provisions of Section 9 pursuant to which Series H Preferred Stock owned by a stockholder in excess of the Ownership Limit (as defined in Section 9(a)) shall automatically be transferred to a Trust (as defined in Section 9(a)) for the exclusive benefit of a Charitable Beneficiary (as defined in Section 9(a)).

(b) On and after March 26, 2019, the Company, at its option upon not fewer than 30 or more than 60 days' written notice, may redeem the Series H Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not authorized or declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the " Redemption Right "). If fewer than all of the outstanding shares of Series H Preferred Stock are to be redeemed, the shares of Series H Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If redemption is to be by lot and, as a result, any holder of shares of Series H Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 9(i), because such holder's shares of Series H Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series H Preferred Stock of such holder such that no holder will hold an amount of Series H Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption. Holders of Series H Preferred Stock to be redeemed shall surrender such Series H Preferred Stock at the place, or in accordance with the book entry procedures, designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series H Preferred Stock has been given (in the case of a redemption of the Series H Preferred Stock other than to preserve the status of the Company as a REIT), (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series H Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series H Preferred Stock, such shares of Series H Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series H Preferred

Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series H Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series H Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series H Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption any shares of Series H Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on the Series H Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no shares of Series H Preferred Stock shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding shares of Series H Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series H Preferred Stock or any class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series H Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, junior to the Series H Preferred Stock); provided , however , that the foregoing shall not prevent the purchase of Series H Preferred Stock, or any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series H Preferred Stock, by the Company in accordance with the terms of Sections 5(c) and 9 of these Articles Supplementary or otherwise, in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series H Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series H Preferred Stock.

(e) Notice of redemption pursuant to the Redemption Right will be given by publication in a newspaper of general circulation in the City of New York, such publication to be made once a week for two successive weeks commencing not fewer than 30 or more than 60 days prior to the redemption date. A similar notice will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series H Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series H Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series H Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series H Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series H Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series H Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series H Preferred Stock to be redeemed will cease to accumulate on such redemption date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series H Preferred Stock. If fewer than all of the shares of Series H Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series H Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series H Preferred Stock in the event such holder's Series H Preferred Stock is redeemed in accordance with Sections 5(c) and 9 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series H Preferred Stock at the close of business of such Dividend Record Date

shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series H Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series H Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series H Preferred Stock redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series H Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided , however , that the Series H Preferred Stock owned by a stockholder in excess of the applicable ownership limit shall be subject to the provisions of this Section 5 and Section 9 of these Articles Supplementary.

Section 6. Special Optional Redemption by the Company .

(a) Upon the occurrence of a Change of Control (as defined below), the Company will have the option upon written notice mailed by the Company, postage pre-paid, no fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of shares of the Series H Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company, to redeem shares of the Series H Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, for cash at $25.00 per share plus accrued and unpaid dividends, if any, to, but not including, the redemption date (" Special Optional Redemption Right "). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series H Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series H Preferred Stock (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of shares of Series H Preferred Stock will not have the conversion right described below in Section 8.

A " Change of Control " is when, after the original issuance of the Series H Preferred Stock, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of the total voting power of all stock of the Company entitled to vote generally in the election of the Company's directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the " NYSE "), the NYSE MKT LLC (the " NYSE MKT "), or the NASDAQ Stock Market (" NASDAQ "), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE MKT or NASDAQ.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series H Preferred Stock may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series H Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series H Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series H Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series H Preferred Stock to be redeemed will cease to accumulate on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series H Preferred Stock;

(viii) that the shares of Series H Preferred Stock are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the shares of Series H Preferred Stock to which the notice relates will not be able to tender such shares of Series H Preferred Stock for conversion in connection with the Change of Control and each share of Series H Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series H Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series H Preferred Stock held by such holder to be redeemed.

If fewer than all of the outstanding shares of Series H Preferred Stock are to be redeemed, the shares of Series H Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of shares of Series H Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i), because such holder's shares of Series H Preferred Stock were not redeemed, or were only redeemed in part then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series H Preferred Stock of such holder such that no holder will hold an amount of Series H Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption.

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set aside sufficient funds for the redemption in trust for the benefit of the holders of the Series H Preferred Stock called for redemption, then from and after the redemption date, those shares of Series H Preferred Stock will be treated as no longer being outstanding, no further dividends will accrue and all other rights of the holders of those shares of Series H Preferred Stock will terminate. The holders of those shares of Series H Preferred Stock will retain their right to receive the redemption price for their shares and any accrued and unpaid dividends to, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series H Preferred Stock for all past dividend periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series H Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series H Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(d) The holders of Series H Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payable with respect to the Series H Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series H Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series H Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

(e) All shares of the Series H Preferred Stock redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

Section 7. Voting Rights .

(a) Holders of the Series H Preferred Stock shall not have any voting rights, except as set forth in this Section 7.

(b) Whenever dividends on any shares of Series H Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a " Preferred Dividend Default "), the holders of such Series H Preferred Stock (voting separately as a class together with all other classes or series of preferred stock of the Company ranking on parity

with the Series H Preferred Stock with respect to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up and upon which like voting rights have been conferred and are exercisable (" Parity Preferred "), including the Series E Cumulative Redeemable Preferred Stock, the Series F Cumulative Redeemable Preferred Stock and the Series G Cumulative Redeemable Preferred Stock of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the " Preferred Directors ") until all dividends accumulated on such Series H Preferred Stock and Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof is set aside for payment. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series H Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series H Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly dividend periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series H Preferred Stock and Parity Preferred, a special meeting of the holders of Series H Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series H Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series H Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series H Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series H Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series H Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series H Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series H Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series H Preferred Stock and all classes or series of Parity Preferred for the past dividend periods shall have been fully paid or declared and a sum sufficient for the payment thereof is set aside for payment, the right of the holders of Series H Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series H Preferred Stock and the Parity Preferred entitled to vote thereon when they

have the voting rights set forth in Section 7(b) (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series H Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series H Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series H Preferred Stock and each other class or series of Parity Preferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting together as a single class) will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series H Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the Company (collectively, " Senior Capital Stock ") or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Senior Capital Stock; or (ii) amend, alter or repeal the provisions of the Charter, including the terms of the Series H Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an " Event "), so as to materially and adversely affect any right, preference, privilege or voting power of the Series H Preferred Stock; provided however , with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series H Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series H Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series H Preferred Stock receive the greater of the full trading price of the Series H Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series H Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. If any Event set forth in (ii) above would materially and adversely affect the rights, preferences, privileges or voting powers of the Series H Preferred Stock disproportionately relative to other classes or series of Parity Preferred, the affirmative vote of the holders of at least two-thirds of the outstanding shares of the Series H Preferred Stock, voting separately as a class, will also be required. Holders of shares of Series H Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the number of authorized shares of Series H Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series H Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series H Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series H Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series H Preferred Stock.

(g) The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series H Preferred Stock shall have been redeemed or called for redemption upon proper notice pursuant to these Articles Supplementary, and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series H Preferred Stock may vote (as expressly provided herein), each share of Series H Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 8. Conversion . The shares of Series H Preferred Stock are not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of shares of Series H Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series H Preferred Stock pursuant to the Redemption Right or Special

Optional Redemption Right, to convert some or all of the Series H Preferred Stock held by such holder (the " Change of Control Conversion Right ") on the Change of Control Conversion Date into a number of shares of Common Stock, per share of Series H Preferred Stock to be converted (the " Common Stock Conversion Consideration ") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the $25.00 liquidation preference per share of Series H Preferred Stock to be converted plus (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends will be included in such sum) by (ii) the Common Stock Price (as defined herein) and (B) 0.9632 (the " Share Cap "), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a distribution of the Common Stock), subdivisions or combinations (in each case, a " Share Split ") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Share Cap in effect immediately prior to such Share Split by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 11,558,400 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable), subject to increase to the extent the underwriters' over-allotment option to purchase additional shares of Series H Preferred Stock in the initial public offering of Series H Preferred Stock is exercised, not to exceed 13,292,160 shares of Common Stock in total (or equivalent Alternative Conversion Consideration, as applicable) (the " Exchange Cap "). The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the " Alternative Form Consideration "), a holder of shares of Series H Preferred Stock shall receive upon conversion of such shares of Series H Preferred Stock the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the " Alternative Conversion Consideration "; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the " Conversion Consideration ").

In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The " Change of Control Conversion Date " shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

The " Common Stock Price " shall be (i) if the consideration to be received in the Change of Control by the holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock or (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but

not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Stock is then traded, or (y) the average of the last quoted bid prices for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Stock is not then listed for trading on a U.S. securities exchange.

(b) No fractional shares of Common Stock shall be issued upon the conversion of Series H Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(c) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series H Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any share of Series H Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series H Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date, which shall be a Business Day occurring within 20 to 35 days following the date of such notice; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the Series H Preferred Stock, the holder will not be able to convert shares of Series H Preferred Stock designated for redemption and such shares of Series H Preferred Stock shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series H Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series H Preferred Stock must follow to exercise the Change of Control Conversion Right.

(d) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series H Preferred Stock.

(e) In order to exercise the Change of Control Conversion Right, a holder of shares of Series H Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the shares of Series H Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series H Preferred Stock to be converted; and (iii) that the shares of Series H Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series H Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company (" DTC ").

(f) Holders of Series H Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series H Preferred Stock; (ii) if certificated shares of Series H Preferred Stock have been issued, the certificate numbers of the shares of withdrawn Series H Preferred Stock; and (iii) the number of shares of Series H Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series H Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(g) Shares of Series H Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into

the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem such shares of Series H Preferred Stock, whether pursuant to its Redemption Right or Special Optional Redemption Right. If the Company elects to redeem shares of Series H Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series H Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

(h) The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no holder of shares of Series H Preferred Stock will be entitled to convert such shares of Series H Preferred Stock into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a)) in excess of the Ownership Limit (as defined in Section 9(a)), the Aggregate Stock Ownership Limit (as defined in Section 9(a)), or such other limit as permitted by the Board of Directors or the Committee pursuant to Section 9(i).

Section 9. Restrictions on Ownership and Transfer to Preserve Tax Benefit .

(a) Definitions . For the purposes of Section 5 and this Section 9 of these Articles Supplementary, the following terms shall have the following meanings:

" Aggregate Stock Ownership Limit " has the meaning set forth in Article VI of the Charter.

" Beneficial Ownership " shall mean ownership of Series H Preferred Stock by a Person who is or would be treated as an owner of such Series H Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms " Beneficial Owner ," " Beneficially Owns " and " Beneficially Owned " shall have the correlative meanings.

" Capital Stock " has the meaning set forth in Article VI of the Charter.

" Charitable Beneficiary " shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

" Code " shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

" Constructive Ownership " shall mean ownership of Series H Preferred Stock by a Person who is or would be treated as an owner of such Series H Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms " Constructive Owner ," " Constructively Owns " and " Constructively Owned " shall have the correlative meanings.

" Individual " means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

" IRS " means the United States Internal Revenue Service.

" Market Price " shall mean the last reported sales price reported on the NYSE of the Series H Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series H Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series H Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series H Preferred Stock may be traded, or if the Series H Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series H Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

" Ownership Limit " shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series H Preferred Stock of the Company. The number and value of shares of outstanding Series H Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

" Person " shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series H Preferred Stock provided that the ownership of such shares of Series H Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

" Purported Beneficial Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series H Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

" Purported Record Transferee " shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series H Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

" REIT " shall mean a real estate investment trust under Sections 856 through 860 of the Code.

" Restriction Termination Date " shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

" Trading Day " means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

" Transfer " shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series H Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series H Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series H Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series H Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series H Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

" Trust " shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

" Trustee " shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers .

(i) Prior to the Restriction Termination Date, but subject to Section 9(l):

(A) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series H Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series H Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series H Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series H Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series H Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series H Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series H Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series H Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series H Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void *ab initio* , and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series H Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void *ab initio* , and the intended transferee shall acquire no rights in such Series H Preferred Stock.

(c) Transfers of Series H Preferred Stock in Trust .

(i) Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series H Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

(ii) Series H Preferred Stock held by the Trustee shall be issued and outstanding Series H Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series H Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series H Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series H Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series H Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series H Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series H Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series H Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series H Preferred Stock prior to the discovery by the Company that the Series H Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided , however , that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series H Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within twenty (20) days of receiving notice from the Company that shares of Series H Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series H Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series H Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series H Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series H Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series H Preferred Stock at Market Price, the Market Price of such shares of Series H Preferred Stock on the day of the event which resulted in the transfer of such shares of Series H Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series H Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series H Preferred Stock have been transferred to the Trustee, such shares of Series H Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series H Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series H Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series H Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series H Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series H Preferred Stock at Market Price, the Market Price of such shares of Series H Preferred Stock on the day of the event which resulted in the transfer of such shares of Series H Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer.

The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series H Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series H Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series H Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series H Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach . If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series H Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board of Directors or the Committee or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series H Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided , however , that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void *ab initio* irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer . Any Person who acquires or attempts to acquire shares of Series H Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information . Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series H Preferred Stock and each Person (including the stockholder of record) who is holding Series H Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited . Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity . In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to

be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series H Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series H Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series H Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series H Preferred Stock based upon the relative number of the shares of Series H Preferred Stock held by each such Person.

(i) Exceptions .

(i) Subject to Section 9(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series H Preferred Stock in violation of Section 9(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 9(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series H Preferred Stock in violation of Section 9(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 9(b)(i)(C) and the remainder of this Section 9(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided , however , that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series H Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series H Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series H Preferred Stock in excess of such percentage ownership of Series H Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series H Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends . Each certificate for Series H Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS

AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 7.375% SERIES H CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES H PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES H PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES H PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES H PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES H PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES H PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES H PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID *AB INITIO* AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES H PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES H PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES H PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES H PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID *AB INITIO* . ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES H PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH

HOLDER OF SERIES H PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability . If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE . Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series H Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

(m) Applicability of Section 9 . The provisions set forth in this Section 9 shall apply to the Series H Preferred Stock notwithstanding any contrary provisions of the Series H Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 10. No Conversion Rights . The shares of Series H Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Section 11. Record Holders . The Company and its transfer agent may deem and treat the record holder of any Series H Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

Section 12. No Maturity or Sinking Fund . The Series H Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series H Preferred Stock; provided , however , that the Series H Preferred Stock owned by a stockholder in excess of the Ownership Limit or Aggregate Stock Ownership Limit shall be subject to the provisions of Section 5 and Section 9 of this Articles Supplementary.

Section 13. Exclusion of Other Rights . The Series H Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 14. Headings of Subdivisions . The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 15. Severability of Provisions . If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series H Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series H Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series H Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 16. No Preemptive Rights . No holder of Series H Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH : The Series H Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH : These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH : These Articles Supplementary shall be effective at the time the Department accepts these Articles Supplementary for record.

SEVENTH : The undersigned Interim Chief Executive Officer, Chief Financial Officer, Chief Investment Officer and Secretary of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Interim Chief Executive Officer, Chief Financial Officer, Chief Investment Officer and Secretary acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed in its name and on its behalf by its Interim Chief Executive Officer, Chief Financial Officer, Chief Investment Officer and Secretary and attested to by its Senior Vice President, General Counsel and Assistant Secretary as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Interim Chief Executive Officer, Chief Financial Officer, Chief Investment Officer and Secretary

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Assistant Secretary

**DIGITAL REALTY TRUST, INC.**

**CERTIFICATE OF CORRECTION**

THIS IS TO CERTIFY THAT:

FIRST : The title of the document being corrected is Articles Supplementary (the "Articles").

SECOND : The sole party to the Articles is Digital Realty Trust, Inc., a Maryland corporation (the "Company").

THIRD : The Articles were filed with the State Department of Assessments and Taxation of Maryland (the "Department") on March 25, 2014.

FOURTH : The last sentence of the third paragraph of Section 8(a) of the Articles as previously filed with the Department is set forth below:

The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

FIFTH : The last sentence of the third paragraph of Section 8(a) of the Articles as corrected hereby is set forth below:

The Exchange Cap (i) shall be increased on a pro rata basis with respect to any additional shares of Series H Preferred Stock designated and authorized for issuance pursuant to any subsequent articles supplementary and (ii) is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

SIXTH : The undersigned acknowledges this Certificate of Correction to be the corporate act of the Company and as to all matters or facts required to be verified under oath, the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Certificate of Correction to be signed in its name and on its behalf by its Interim Chief Executive Officer, Chief Financial Officer, Chief Investment Officer and Secretary and attested to by its Senior Vice President, General Counsel and Assistant Secretary on April 4, 2014.

ATTEST

/s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Assistant Secretary

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Interim Chief Executive Officer,
Chief Financial Officer,
Chief Investment Officer and Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

Digital Realty Trust, Inc., a Maryland corporation (the "Company"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST : Under a power contained in Article IV of the charter of the Company (the "Charter"), the Board of Directors of the Company (the "Board of Directors"), by duly adopted resolutions, classified and designated an additional 2,000,000 authorized but unissued shares of preferred stock, par value $0.01 per share, of the Company (the "Shares") as shares of 7.375% Series H Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company (the "Series H Preferred Stock"). The total number of shares of Series H Preferred Stock which the Company has authority to issue after giving effect to these Articles Supplementary is 15,800,000. There has been no increase in the authorized shares of stock of the Company effected by these Articles Supplementary.

SECOND : A description of the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption, and other terms and conditions of the Series H Preferred Stock is contained in the Articles Supplementary filed with, and accepted for record by, the Department on March 25, 2014, as corrected by the Certificate of Correction filed with, and accepted for record by, the Department on the date hereof.

THIRD : The Shares have been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH : These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH : The undersigned acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be signed in its name and on its behalf by its Interim Chief Executive Officer, Chief Financial Officer, Chief Investment Officer and Secretary and attested to by its Senior Vice President, General Counsel and Assistant Secretary on April 4, 2014.

ATTEST

/s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Assistant Secretary

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Interim Chief Executive Officer,
Chief Financial Officer,
Chief Investment Officer and Secretary

[Signature Page to Articles Supplementary]

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**11,500,000 SHARES OF**

**6.350% SERIES I CUMULATIVE REDEEMABLE PREFERRED STOCK**

**AUGUST 21, 2015**

Digital Realty Trust, Inc., a Maryland corporation (the "Company"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: Pursuant to the authority expressly vested in the Board of Directors of the Company (the "Board of Directors") by Article V of the Articles of Amendment and Restatement of the Company filed with the Department on April 4, 2014 (as amended and supplemented to date and as may be amended and supplemented from time to time, the "Charter") and Section 2-105 of the Maryland General Corporation Law (the "MGCL"), the Board of Directors, by resolutions duly adopted on July 12, 2015 has authorized the issuance, classification and designation of a number of shares of the authorized but unissued preferred stock of the Company, par value $0.01 per share ("Preferred Stock"), as a separate class of Preferred Stock, that, on the date of issue, has a liquidation value or aggregate offering price of up to $250,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), and, pursuant to the powers contained in the Fifth Amended and Restated Bylaws (as may be amended from time to time, the "Bylaws") of the Company and the MGCL, delegated to the Pricing Committee of the Board of Directors (the "Committee"), to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, provided that in no event shall the liquidation value or aggregate offering price of such shares exceed $250,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND: The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "6.350% Series I Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 6.350% Series I Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 10,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 6.350% Series I Cumulative Redeemable Preferred Stock.

THIRD: The designation, number of shares, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 6.350% Series I Cumulative Redeemable Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Designation and Number. A series of Preferred Stock, designated the "6.350% Series I Cumulative Redeemable Preferred Stock" (the "Series I Preferred Stock"), is hereby established. The number of shares of Series I Preferred Stock shall be 11,500,000.

Rank. The Series I Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (a) senior to all classes or series of the Company's common stock, par value $0.01 per share (the "Common Stock"), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series I Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (b) on parity with the Series E Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series F Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company and the Series H Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company, and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series I Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series I Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term "capital stock" does not include convertible or exchangeable debt securities, which will rank senior to the Series I Preferred Stock prior to conversion or exchange. The Series I Preferred Stock will also rank junior in right of payment to the Company's existing and future debt obligations.

Dividends.

Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series I Preferred Stock as to dividends, the holders of shares of the Series I Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 6.350% per annum of the $25.00 liquidation preference per share of the Series I Preferred Stock (equivalent to a fixed annual amount of $1.5875 per share of the Series I Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series I Preferred Stock are issued (the "Original Issue Date") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing December 31, 2015; provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid, at the Company's option, on either the immediately preceding Business Day or the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series I Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series I Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series I Preferred Stock that is outstanding on such date. "Dividend Record Date" shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. "Dividend Payment Date" shall mean the last calendar day of each March, June, September and December, commencing on December 31, 2015. "Dividend Period" shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include December 31, 2015, and other than the Dividend Period during which any shares of Series I Preferred Stock shall be redeemed pursuant to Section 5 or Section 6 hereof, which shall end on and include the day preceding the redemption date with respect to the shares of Series I Preferred Stock being redeemed).

The term "Business Day" shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

Notwithstanding anything contained herein to the contrary, dividends on the Series I Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series I Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series I Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, on parity with or junior to the Series I Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series I Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 9 hereof), unless full cumulative dividends on the Series I Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series I Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series I Preferred Stock, all dividends declared upon the Series I Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series I Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series I Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series I Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior Dividend Periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series I Preferred Stock which may be in arrears.

Holders of shares of Series I Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series I Preferred Stock as provided herein. Any dividend payment made on the Series I Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid dividends on the Series I Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Liquidation Preference.

Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series I Preferred Stock, the holders of shares of Series I Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company and, subject to compliance with section 7(f)(i) of these Articles Supplementary, any class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, senior to the Series I Preferred Stock, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series I Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to rights upon the Company's liquidation, dissolution or winding up, on parity with the Series I Preferred Stock in the distribution of assets, then the holders of the Series I Preferred Stock and each such other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up, on parity with the Series I Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation,

dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series I Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series I Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series I Preferred Stock shall not be added to the Company's total liabilities.

Redemption.

Shares of Series I Preferred Stock shall not be redeemable prior to August 24, 2020 except as set forth in Section 6 hereof or to preserve the status of the Company as a REIT (as defined in Section 9(a) hereof) for United States federal income tax purposes. In addition, the Series I Preferred Stock shall be subject to the provisions of Section 9 hereof pursuant to which Series I Preferred Stock owned by a stockholder in excess of the Ownership Limit (as defined in Section 9(a) hereof) shall automatically be transferred to a Trust (as defined in Section 9(a) hereof) for the exclusive benefit of a Charitable Beneficiary (as defined in Section 9(a) hereof).

On and after August 24, 2020, the Company, at its option, upon not fewer than 30 or more than 60 days' written notice, may redeem the Series I Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not authorized or declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the "Redemption Right"). If fewer than all of the outstanding shares of Series I Preferred Stock are to be redeemed, the shares of Series I Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If redemption is to be by lot and, as a result, any holder of shares of Series I Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof, because such holder's shares of Series I Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series I Preferred Stock of such holder such that no holder will hold an amount of Series I Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption. Holders of Series I Preferred Stock to be redeemed shall surrender such Series I Preferred Stock at the place, or in accordance with the book-entry procedures, designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series I Preferred Stock has been given (in the case of a redemption of the Series I Preferred Stock other than to preserve the status of the Company as a REIT), (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series I Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series I Preferred Stock, such shares of Series I Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series I Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series I Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series I Preferred Stock in open-market transactions duly authorized by the Board of Directors.

In the event of any redemption of the Series I Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption of any shares of Series I Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

Unless full cumulative dividends on the Series I Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no shares of Series I Preferred Stock shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding shares of Series I Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series I Preferred Stock or any class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series I Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, junior to the Series I Preferred Stock); provided, however, that the foregoing shall not prevent the purchase of Series I Preferred Stock, or any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series I Preferred Stock, by the Company in accordance with the terms of Sections 5(c) and 9 of these Articles Supplementary or otherwise, in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series I Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series I Preferred Stock.

Notice of redemption pursuant to the Redemption Right will be given by publication in a newspaper of general circulation in the City of New York, such publication to be made once a week for two successive weeks commencing not fewer than 30 or more than 60 days prior to the redemption date. A similar notice will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series I Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series I Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series I Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series I Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series I Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series I Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series I Preferred Stock to be redeemed will cease to accumulate on such redemption date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series I Preferred Stock. If fewer than all of the shares of Series I Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series I Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series I Preferred Stock in the event such holder's Series I Preferred Stock is redeemed in accordance with Sections 5(c) and 9 of these Articles Supplementary to preserve the Company's status as a REIT.

If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series I Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series I Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series I Preferred Stock for which a notice of redemption has been given.

All shares of the Series I Preferred Stock redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

The Series I Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided, however, that the Series I Preferred Stock owned by a stockholder in excess of the applicable ownership limit shall be subject to the provisions of this Section 5 and Section 9 of these Articles Supplementary.

Special Optional Redemption by the Company.

Upon the occurrence of a Change of Control (as defined below), the Company will have the option upon written notice mailed by the Company, postage pre-paid, no fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of shares of the Series I Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company, to redeem shares of the Series I Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, for cash at $25.00 per share plus accrued and unpaid dividends, if any, to, but not including, the redemption date ("Special Optional Redemption Right"). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series I Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series I Preferred Stock (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of shares of Series I Preferred Stock will not have the conversion right described below in Section 8 of these Articles Supplementary.

A "Change of Control" is when, after the original issuance of the Series I Preferred Stock, the following have occurred and are continuing:

the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of the total voting power of all stock of the Company entitled to vote generally in the election of the Company's directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the "NYSE"), the NYSE MKT LLC (the "NYSE MKT"), or the NASDAQ Stock Market ("NASDAQ"), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE MKT or NASDAQ.

In addition to any information required by law or by the applicable rules of any exchange upon which the Series I Preferred Stock may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series I Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series I Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series I Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series I Preferred Stock to be redeemed will cease to accumulate on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series I Preferred Stock; (viii) that the shares of Series I Preferred Stock are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the shares of Series I Preferred Stock to which the notice relates will not be able to tender such shares of Series I Preferred Stock for conversion in connection with the Change of Control and each share of Series I Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series I Preferred Stock held by any holder are to

be redeemed, the notice mailed to such holder shall also specify the number of shares of Series I Preferred Stock held by such holder to be redeemed.

If fewer than all of the outstanding shares of Series I Preferred Stock are to be redeemed, the shares of Series I Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of shares of Series I Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof, because such holder's shares of Series I Preferred Stock were not redeemed, or were only redeemed in part then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series I Preferred Stock of such holder such that no holder will hold an amount of Series I Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption.

If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set aside sufficient funds for the redemption in trust for the benefit of the holders of the Series I Preferred Stock called for redemption, then from and after the redemption date, those shares of Series I Preferred Stock will be treated as no longer being outstanding, no further dividends will accrue and all other rights of the holders of those shares of Series I Preferred Stock will terminate. The holders of those shares of Series I Preferred Stock will retain their right to receive the redemption price for their shares and any accrued and unpaid dividends to, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series I Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series I Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series I Preferred Stock in open-market transactions duly authorized by the Board of Directors.

The holders of Series I Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payable with respect to the Series I Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series I Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series I Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

All shares of the Series I Preferred Stock redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

Voting Rights.

Holders of the Series I Preferred Stock shall not have any voting rights, except as set forth in this Section 7.

Whenever dividends on any shares of Series I Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a "Preferred Dividend Default"), the holders of such Series I Preferred Stock (voting separately as a class together with holders of all other classes or series of preferred stock of the Company ranking on parity with the Series I Preferred Stock with respect to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up and upon which like voting rights have been conferred and are exercisable ("Parity Preferred"), including the Series E Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series F Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series H Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the "Preferred Directors") until all dividends accumulated on such Series I Preferred Stock and Parity Preferred for the past Dividend Periods shall have been fully paid. In such case, the entire Board of Directors will be increased by two directors.

The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualifies or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series I Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series I Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly Dividend Periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series I Preferred Stock and Parity Preferred, a special meeting of the holders of Series I Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series I Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series I Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series I Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series I Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series I Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series I Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series I Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

If and when all accumulated dividends on such Series I Preferred Stock and all classes or series of Parity Preferred for the past Dividend Periods shall have been fully paid, the right of the holders of Series I Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series I Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 7(b) hereof (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series I Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

So long as any shares of Series I Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series I Preferred Stock and each other class or series of Parity Preferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting together as a single class) will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series I Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the Company (collectively, "Senior Capital Stock") or reclassify any authorized

shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Senior Capital Stock; or (ii) amend, alter or repeal the provisions of the Charter, including the terms of the Series I Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an "Event"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series I Preferred Stock; provided however, with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series I Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event set forth in (ii) above, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series I Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series I Preferred Stock receive the greater of the full trading price of the Series I Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series I Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. If any Event set forth in (ii) above would materially and adversely affect the rights, preferences, privileges or voting powers of the Series I Preferred Stock disproportionately relative to other classes or series of Parity Preferred, the affirmative vote of the holders of at least two-thirds of the outstanding shares of the Series I Preferred Stock, voting separately as a class, will also be required. Holders of shares of Series I Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the number of authorized shares of Series I Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series I Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series I Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series I Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series I Preferred Stock.

The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series I Preferred Stock shall have been redeemed or called for redemption upon proper notice pursuant to these Articles Supplementary, and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

In any matter in which the Series I Preferred Stock may vote (as expressly provided herein), each share of Series I Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Conversion. The shares of Series I Preferred Stock are not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

Upon the occurrence of a Change of Control, each holder of shares of Series I Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series I Preferred Stock pursuant to the Redemption Right or Special Optional Redemption Right, to convert some or all of the Series I Preferred Stock held by such holder (the "Change of Control Conversion Right") on the Change of Control Conversion Date into a number of shares of Common Stock per share of Series I Preferred Stock to be converted (the "Common Stock Conversion Consideration") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the $25.00 liquidation preference per share of Series I Preferred Stock to be converted plus (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends will be included in such sum) by (ii) the Common Stock Price (as defined herein) and (B) 0.76231 (the "Share Cap"), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a distribution of the Common Stock), subdivisions or combinations (in each case, a "Share Split") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Share Cap in effect immediately prior to such Share Split by (ii) a

fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 7,623,100 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable), subject to increase to the extent the underwriters' option to purchase additional shares of Series I Preferred Stock in the initial public offering of Series I Preferred Stock is exercised, not to exceed 8,766,565 shares of Common Stock in total (or equivalent Alternative Conversion Consideration, as applicable) (the "Exchange Cap"). The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the "Alternative Form Consideration"), a holder of shares of Series I Preferred Stock shall receive upon conversion of such shares of Series I Preferred Stock the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the "Alternative Conversion Consideration"; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the "Conversion Consideration").

In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The "Change of Control Conversion Date" shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

The "Common Stock Price" shall be (i) if the consideration to be received in the Change of Control by the holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock or (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Stock is then traded, or (y) the average of the last quoted bid prices for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Stock is not then listed for trading on a U.S. securities exchange.

No fractional shares of Common Stock shall be issued upon the conversion of Series I Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series I Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any share of Series I Preferred Stock except as to the holder to

whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series I Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the Series I Preferred Stock, the holder will not be able to convert shares of Series I Preferred Stock designated for redemption and such shares of Series I Preferred Stock shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series I Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series I Preferred Stock must follow to exercise the Change of Control Conversion Right.

The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series I Preferred Stock.

In order to exercise the Change of Control Conversion Right, a holder of shares of Series I Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the shares of Series I Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series I Preferred Stock to be converted; and (iii) that the shares of Series I Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series I Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company ("DTC").

Holders of Series I Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series I Preferred Stock; (ii) if certificated shares of Series I Preferred Stock have been issued, the certificate numbers of the shares of withdrawn Series I Preferred Stock; and (iii) the number of shares of Series I Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series I Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

Shares of Series I Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem such shares of Series I Preferred Stock, whether pursuant to its Redemption Right or Special Optional Redemption Right. If the Company elects to redeem shares of Series I Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series I Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

Notwithstanding anything to the contrary contained herein, no holder of shares of Series I Preferred Stock will be entitled to convert such shares of Series I Preferred Stock into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof.

Restrictions on Ownership and Transfer to Preserve Tax Benefit.

Definitions. For the purposes of Section 5 and this Section 9 of these Articles Supplementary, the following terms shall have the following meanings:

"Aggregate Stock Ownership Limit" has the meaning set forth in Article VI of the Charter.

"Beneficial Ownership" shall mean ownership of Series I Preferred Stock by a Person who is or would be treated as an owner of such Series I Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings.

"Capital Stock" has the meaning set forth in Article VI of the Charter.

"Charitable Beneficiary" shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

"Code" shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

"Constructive Ownership" shall mean ownership of Series I Preferred Stock by a Person who is or would be treated as an owner of such Series I Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings.

"Individual" means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

"IRS" means the United States Internal Revenue Service.

"Market Price" shall mean the last reported sales price reported on the NYSE of the Series I Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series I Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series I Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series I Preferred Stock may be traded, or if the Series I Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series I Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

"Ownership Limit" shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series I Preferred Stock of the Company. The number and value of shares of outstanding Series I Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

"Person" shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series I Preferred Stock provided that the ownership of such shares of Series I Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

"Purported Beneficial Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series I Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

"Purported Record Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series I Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

"REIT" shall mean a real estate investment trust under Sections 856 through 860 of the Code.

"Restriction Termination Date" shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

"Trading Day" means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

"Transfer" shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series I Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series I Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series I Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series I Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series I Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

"Trust" shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

"Trustee" shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

Restriction on Ownership and Transfers.

Prior to the Restriction Termination Date, but subject to Section 9(l):

except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series I Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series I Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series I Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series I Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

no Person shall Beneficially Own or Constructively Own Series I Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series I Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series I Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series I Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series I Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void *ab initio*, and the Purported Beneficial Transferee shall have no rights in such shares.

Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series I Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Series I Preferred Stock.

Transfers of Series I Preferred Stock in Trust.

Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series I Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

Series I Preferred Stock held by the Trustee shall be issued and outstanding Series I Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series I Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series I Preferred Stock held in the Trust.

The Trustee shall have all voting rights and rights to dividends with respect to Series I Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series I Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series I Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series I Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series I Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series I Preferred Stock prior to the discovery by the Company that the Series I Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the

Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series I Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

Within 20 days of receiving notice from the Company that shares of Series I Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series I Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series I Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series I Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series I Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series I Preferred Stock at Market Price, the Market Price of such shares of Series I Preferred Stock on the day of the event which resulted in the transfer of such shares of Series I Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series I Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series I Preferred Stock have been transferred to the Trustee, such shares of Series I Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series I Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series I Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

Series I Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series I Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series I Preferred Stock at Market Price, the Market Price of such shares of Series I Preferred Stock on the day of the event which resulted in the transfer of such shares of Series I Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series I Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series I Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series I Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series I Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

Remedies For Breach. If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series I Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series I Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting

proceedings to enjoin such Transfer; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void *ab initio* irrespective of any action (or non-action) by the Board of Directors.

Notice of Restricted Transfer. Any Person who acquires or attempts to acquire shares of Series I Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

Owners Required To Provide Information. Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series I Preferred Stock and each Person (including the stockholder of record) who is holding Series I Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

Remedies Not Limited. Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series I Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series I Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series I Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series I Preferred Stock based upon the relative number of the shares of Series I Preferred Stock held by each such Person.

Exceptions.

Subject to Section 9(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series I Preferred Stock in violation of Section 9(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

Subject to Section 9(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series I Preferred Stock in violation of Section 9(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

Subject to Section 9(b)(i)(C) and the remainder of this Section 9(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided, however, that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series I Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series I Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series I Preferred Stock in excess of such percentage ownership of Series I Preferred

Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series I Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

Legends. Each certificate for Series I Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 6.350% SERIES I CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES I PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES I PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES I PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES I PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES I PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES I PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF

THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES I PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID *AB INITIO* AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES I PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES I PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES I PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES I PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID *AB INITIO*. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES I PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES I PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

Severability. If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

NYSE. Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series I Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

Applicability of Section 9. The provisions set forth in this Section 9 shall apply to the Series I Preferred Stock notwithstanding any contrary provisions of the Series I Preferred Stock provided for elsewhere in these Articles Supplementary.

No Conversion Rights. The shares of Series I Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Record Holders. The Company and its transfer agent may deem and treat the record holder of any Series I Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

No Maturity or Sinking Fund. The Series I Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series I Preferred Stock; provided, however, that the Series I Preferred Stock owned by a stockholder in excess of the Ownership Limit or Aggregate Stock Ownership Limit shall be subject to the provisions of Section 5 and Section 9 of these Articles Supplementary.

Exclusion of Other Rights. The Series I Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Severability of Provisions. If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series I Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series I Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series I Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

No Preemptive Rights. No holder of Series I Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH: The Series I Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH: These Articles Supplementary shall be effective at the time the Department accepts these Articles Supplementary for record.

SEVENTH: The undersigned Chief Executive Officer acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed in its name and on its behalf by its Chief Executive Officer as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Secretary

[Signature Page to Articles Supplementary]

**DIGITAL REALTY TRUST, INC.**

**ARTICLES OF AMENDMENT**

Digital Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The charter of the Corporation (the "Charter") is hereby amended by deleting therefrom in their entirety the first two sentences of Section 5.1 of Article V and inserting in lieu thereof two new sentences to read as follows:

> The Corporation has authority to issue 375,000,000 shares of stock, consisting of 265,000,000 shares of Common Stock, $.01 par value per share ("Common Stock"), and 110,000,000 shares of Preferred Stock, $.01 par value per share ("Preferred Stock"). The aggregate par value of all authorized shares of stock having par value is $3,750,000.

SECOND: The total number of shares of stock which the Corporation had authority to issue immediately prior to the foregoing amendment of the Charter was 285,000,000 shares of stock, consisting of 215,000,000 shares of Common Stock, $.01 par value per share, and 70,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value was $2,850,000.

THIRD: The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment of the Charter is 375,000,000 shares of stock, consisting of 265,000,000 shares of Common Stock, $.01 par value per share, and 110,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value is $3,750,000.

FOURTH: The information required by Section 2-607(b)(2)(i) of the Maryland General Corporation Law (the "MGCL") is not changed by the foregoing amendment of the Charter.

FIFTH: The foregoing amendment of the Charter was approved by a majority of the entire Board of Directors of the Corporation as required by law and was limited to a change expressly authorized by Section 2-105(a)(13) of the MGCL without any action by the stockholders of the Corporation.

SIXTH: The undersigned acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed in its name and on its behalf by its Chief Executive Officer and attested to by its Chief Financial Officer on this 13th day of May, 2016.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Andrew P. Power
Name: Andrew P. Power
Title: Chief Financial Officer

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**9,200,000 SHARES OF**

**5.250% SERIES J CUMULATIVE REDEEMABLE PREFERRED STOCK**

**August 4, 2017**

Digital Realty Trust, Inc., a Maryland corporation (the "Company"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: Pursuant to the authority expressly vested in the Board of Directors of the Company (the "Board of Directors") by Article V of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (as amended and supplemented to date and as may be amended and supplemented from time to time, the "Charter") and Section 2-105 of the Maryland General Corporation Law (the "MGCL"), the Board of Directors, by resolutions duly adopted on July 30, 2017 has authorized the issuance, classification and designation of a number of shares of the authorized but unissued preferred stock of the Company, par value $0.01 per share ("Preferred Stock"), as a separate class of Preferred Stock, that, on the date of issue, has a liquidation value or aggregate offering price of up to $600,000,000 (plus up to an additional 15 % to cover any underwriter over-allotment option), and, pursuant to the powers contained in the Sixth Amended and Restated Bylaws (as may be amended from time to time, the "Bylaws") of the Company and the MGCL, delegated to the Pricing Committee of the Board of Directors (the "Committee"), to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, provided that in no event shall the liquidation value or aggregate offering price of such shares exceed $600,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND: The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "5.250% Series J Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 5.250% Series J Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 8,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 5.250% Series J Cumulative Redeemable Preferred Stock.

THIRD: The designation, number of shares, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 5.250% Series J Cumulative Redeemable Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Section 1. Designation and Number. A series of Preferred Stock, designated the "5.250% Series J Cumulative Redeemable Preferred Stock" (the "Series J Preferred Stock"), is hereby established. The number of shares of Series J Preferred Stock shall be 9,200,000.

Section 2. Rank. The Series J Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (a) senior to all classes or series of the Company's common stock, par value $0.01 per share (the "Common Stock"), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series J Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (b) on parity with the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series H Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series I Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company, and with any class or series of capital stock of the Company expressly designated as ranking on parity with

the Series J Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series J Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term "capital stock" does not include convertible or exchangeable debt securities, which will rank senior to the Series J Preferred Stock prior to conversion or exchange. The Series J Preferred Stock will also rank junior in right of payment to the Company's existing and future debt obligations.

Section 3. Dividends.

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series J Preferred Stock as to dividends, the holders of shares of the Series J Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 5.250% per annum of the $25.00 liquidation preference per share of the Series J Preferred Stock (equivalent to a fixed annual amount of $1.3125 per share of the Series J Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series J Preferred Stock are issued (the "Original Issue Date") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing December 29, 2017; provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid, at the Company's option, on either the immediately preceding Business Day or the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series J Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series J Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series J Preferred Stock that is outstanding on such date. "Dividend Record Date" shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. "Dividend Payment Date" shall mean the last calendar day of each March, June, September and December, commencing on December 29, 2017. "Dividend Period" shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include December 31, 2017, and other than the Dividend Period during which any shares of Series J Preferred Stock shall be redeemed pursuant to Section 5 or Section 6 hereof, which shall end on and include the day preceding the redemption date with respect to the shares of Series J Preferred Stock being redeemed).

The term "Business Day" shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series J Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series J Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series J Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, on parity with or junior to the Series J Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series J Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, and except for the

acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 9 hereof), unless full cumulative dividends on the Series J Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series J Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series J Preferred Stock, all dividends declared upon the Series J Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series J Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series J Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series J Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior Dividend Periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series J Preferred Stock which may be in arrears.

(e) Holders of shares of Series J Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series J Preferred Stock as provided herein. Any dividend payment made on the Series J Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid dividends on the Series J Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference.

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series J Preferred Stock, the holders of shares of Series J Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company and, subject to compliance with section 7(f)(i) of these Articles Supplementary, any class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, senior to the Series J Preferred Stock, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series J Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to rights upon the Company's liquidation, dissolution or winding up, on parity with the Series J Preferred Stock in the distribution of assets, then the holders of the Series J Preferred Stock and each such other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up, on parity with the Series J Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series J Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series J Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series J Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption.

(a) Shares of Series J Preferred Stock shall not be redeemable prior to August 7, 2022 except as set forth in Section 6 hereof or to preserve the status of the Company as a REIT (as defined in Section 9(a) hereof) for United States

federal income tax purposes. In addition, the Series J Preferred Stock shall be subject to the provisions of Section 9 hereof pursuant to which Series J Preferred Stock owned by a stockholder in excess of the Ownership Limit (as defined in Section 9(a) hereof) shall automatically be transferred to a Trust (as defined in Section 9(a) hereof) for the exclusive benefit of a Charitable Beneficiary (as defined in Section 9(a) hereof).

(b) On and after August 7, 2022, the Company, at its option, upon not fewer than 30 or more than 60 days' written notice, may redeem the Series J Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not authorized or declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the "Redemption Right"). If fewer than all of the outstanding shares of Series J Preferred Stock are to be redeemed, the shares of Series J Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If redemption is to be by lot and, as a result, any holder of shares of Series J Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof, because such holder's shares of Series J Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series J Preferred Stock of such holder such that no holder will hold an amount of Series J Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption. Holders of Series J Preferred Stock to be redeemed shall surrender such Series J Preferred Stock at the place, or in accordance with the book-entry procedures, designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series J Preferred Stock has been given (in the case of a redemption of the Series J Preferred Stock other than to preserve the status of the Company as a REIT), (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series J Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series J Preferred Stock, such shares of Series J Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series J Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series J Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series J Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series J Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption of any shares of Series J Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on the Series J Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no shares of Series J Preferred Stock shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding shares of Series J Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series J Preferred Stock or any class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series J Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, junior to the Series J Preferred Stock); provided, however, that the foregoing shall not prevent the purchase of Series J Preferred Stock, or any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series J Preferred Stock, by the Company in accordance with the terms of Sections 5(c) and 9 of these Articles Supplementary or otherwise, in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series J Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series J Preferred Stock.

(e) Notice of redemption pursuant to the Redemption Right will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series J Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series J Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series J Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series J Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series J Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series J Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series J Preferred Stock to be redeemed will cease to accumulate on such redemption date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series J Preferred Stock. If fewer than all of the shares of Series J Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series J Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series J Preferred Stock in the event such holder's Series J Preferred Stock is redeemed in accordance with Sections 5(c) and 9 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series J Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series J Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series J Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series J Preferred Stock redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series J Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided, however, that the Series J Preferred Stock owned by a stockholder in excess of the applicable ownership limit shall be subject to the provisions of this Section 5 and Section 9 of these Articles Supplementary.

Section 6. Special Optional Redemption by the Company.

(a) Upon the occurrence of a Change of Control (as defined below), the Company will have the option upon written notice mailed by the Company, postage pre-paid, no fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of shares of the Series J Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company, to redeem shares of the Series J Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, for cash at $25.00 per share plus accrued and unpaid dividends, if any, to, but not including, the redemption date ("Special Optional Redemption Right"). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series J Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series J Preferred Stock (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of shares of Series J Preferred Stock will not have the conversion right described below in Section 8 of these Articles Supplementary.

A "Change of Control" is when, after the original issuance of the Series J Preferred Stock, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of

the total voting power of all stock of the Company entitled to vote generally in the election of the Company's directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the "NYSE"), the NYSE MKT LLC (the "NYSE MKT"), or the NASDAQ Stock Market ("NASDAQ"), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE MKT or NASDAQ.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series J Preferred Stock may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series J Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series J Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series J Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series J Preferred Stock to be redeemed will cease to accumulate on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series J Preferred Stock; (viii) that the shares of Series J Preferred Stock are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the shares of Series J Preferred Stock to which the notice relates will not be able to tender such shares of Series J Preferred Stock for conversion in connection with the Change of Control and each share of Series J Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series J Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series J Preferred Stock held by such holder to be redeemed.

If fewer than all of the outstanding shares of Series J Preferred Stock are to be redeemed, the shares of Series J Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of shares of Series J Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof, because such holder's shares of Series J Preferred Stock were not redeemed, or were only redeemed in part then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series J Preferred Stock of such holder such that no holder will hold an amount of Series J Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption.

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set aside sufficient funds for the redemption in trust for the benefit of the holders of the Series J Preferred Stock called for redemption, then from and after the redemption date, those shares of Series J Preferred Stock will be treated as no longer being outstanding, no further dividends will accrue and all other rights of the holders of those shares of Series J Preferred Stock will terminate. The holders of those shares of Series J Preferred Stock will retain their right to receive the redemption price for their shares and any accrued and unpaid dividends to, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series J Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series J Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series J Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(d) The holders of Series J Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payable with respect to the Series J Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series J Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or

not in arrears, on Series J Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

(e) All shares of the Series J Preferred Stock redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

Section 7. Voting Rights.

(a) Holders of the Series J Preferred Stock shall not have any voting rights, except as set forth in this Section 7.

(b) Whenever dividends on any shares of Series J Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a "Preferred Dividend Default"), the holders of such Series J Preferred Stock (voting separately as a class together with holders of all other classes or series of preferred stock of the Company ranking on parity with the Series J Preferred Stock with respect to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up and upon which like voting rights have been conferred and are exercisable ("Parity Preferred"), including the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series H Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series I Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the "Preferred Directors") until all dividends accumulated on such Series J Preferred Stock and Parity Preferred for the past Dividend Periods shall have been fully paid. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualifies or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series J Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series J Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly Dividend Periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series J Preferred Stock and Parity Preferred, a special meeting of the holders of Series J Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series J Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series J Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series J Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series J Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series J Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series J Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series J Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series J Preferred Stock and all classes or series of Parity Preferred for the past Dividend Periods shall have been fully paid, the right of the holders of Series J Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series J Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 7(b) hereof (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series J Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series J Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series J Preferred Stock and each other class or series of Parity Preferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting together as a single class) will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series J Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the Company (collectively, "Senior Capital Stock") or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Senior Capital Stock; or (ii) amend, alter or repeal the provisions of the Charter, including the terms of the Series J Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an "Event"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series J Preferred Stock; provided however, with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series J Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event set forth in (ii) above, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series J Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series J Preferred Stock receive the greater of the full trading price of the Series J Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series J Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. If any Event set forth in (ii) above would materially and adversely affect the rights, preferences, privileges or voting powers of the Series J Preferred Stock disproportionately relative to other classes or series of Parity Preferred, the affirmative vote of the holders of at least two-thirds of the outstanding shares of the Series J Preferred Stock, voting separately as a class, will also be required. Holders of shares of Series J Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the number of authorized shares of Series J Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series J Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series J Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series J Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series J Preferred Stock.

(g) The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series J Preferred Stock shall have been redeemed or called for redemption upon proper notice pursuant to these Articles Supplementary, and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series J Preferred Stock may vote (as expressly provided herein), each share of Series J Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 8. Conversion. The shares of Series J Preferred Stock are not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of shares of Series J Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to

redeem the Series J Preferred Stock pursuant to the Redemption Right or Special Optional Redemption Right, to convert some or all of the Series J Preferred Stock held by such holder (the "Change of Control Conversion Right") on the Change of Control Conversion Date into a number of shares of Common Stock per share of Series J Preferred Stock to be converted (the "Common Stock Conversion Consideration") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the $25.00 liquidation preference per share of Series J Preferred Stock to be converted plus (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends will be included in such sum) by (ii) the Common Stock Price (as defined herein) and (B) 0.42521 (the "Share Cap"), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a distribution of the Common Stock), subdivisions or combinations (in each case, a "Share Split") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Share Cap in effect immediately prior to such Share Split by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 3,401,680 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable), subject to increase to the extent the underwriters' option to purchase additional shares of Series J Preferred Stock in the initial public offering of Series J Preferred Stock is exercised, not to exceed 3,911,932 shares of Common Stock in total (or equivalent Alternative Conversion Consideration, as applicable) (the "Exchange Cap"). The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the "Alternative Form Consideration"), a holder of shares of Series J Preferred Stock shall receive upon conversion of such shares of Series J Preferred Stock the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the "Alternative Conversion Consideration"; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the "Conversion Consideration").

In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The "Change of Control Conversion Date" shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

The "Common Stock Price" shall be (i) if the consideration to be received in the Change of Control by the holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock or (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Stock is then traded, or (y) the average of the last quoted bid prices for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Stock is not then listed for trading on a U.S. securities exchange.

(b) No fractional shares of Common Stock shall be issued upon the conversion of Series J Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(c) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series J Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any share of Series J Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series J Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the Series J Preferred Stock, the holder will not be able to convert shares of Series J Preferred Stock designated for redemption and such shares of Series J Preferred Stock shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series J Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series J Preferred Stock must follow to exercise the Change of Control Conversion Right.

(d) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series J Preferred Stock.

(e) In order to exercise the Change of Control Conversion Right, a holder of shares of Series J Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the shares of Series J Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series J Preferred Stock to be converted; and (iii) that the shares of Series J Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series J Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company ("DTC").

(f) Holders of Series J Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series J Preferred Stock; (ii) if certificated shares of Series J Preferred Stock have been issued, the certificate numbers of the shares of withdrawn Series J Preferred Stock; and (iii) the number of shares of Series J Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series J Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(g) Shares of Series J Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem such shares of Series J Preferred Stock, whether pursuant to its Redemption Right or Special Optional Redemption Right. If the Company elects to redeem shares of Series J Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series J Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

(h) The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no holder of shares of Series J Preferred Stock will be entitled to convert such shares of Series J Preferred Stock into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof.

Section 9. Restrictions on Ownership and Transfer to Preserve Tax Benefit.

(a) Definitions. For the purposes of Section 5 and this Section 9 of these Articles Supplementary, the following terms shall have the following meanings:

"Aggregate Stock Ownership Limit" has the meaning set forth in Article VI of the Charter.

"Beneficial Ownership" shall mean ownership of Series J Preferred Stock by a Person who is or would be treated as an owner of such Series J Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings.

"Capital Stock" has the meaning set forth in Article VI of the Charter.

"Charitable Beneficiary" shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

"Code" shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

"Constructive Ownership" shall mean ownership of Series J Preferred Stock by a Person who is or would be treated as an owner of such Series J Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings.

"Individual" means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

"IRS" means the United States Internal Revenue Service.

"Market Price" shall mean the last reported sales price reported on the NYSE of the Series J Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series J Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series J Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series J Preferred Stock may be traded, or if the Series J Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series J Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

"Ownership Limit" shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series J Preferred Stock of the Company. The number and value of shares of outstanding Series J Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

"Person" shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series J Preferred Stock provided that the ownership of such shares of Series J Preferred Stock by such underwriter would

not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

"Purported Beneficial Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series J Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

"Purported Record Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series J Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

"REIT" shall mean a real estate investment trust under Sections 856 through 860 of the Code.

"Restriction Termination Date" shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

"Trading Day" means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

"Transfer" shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series J Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series J Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series J Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series J Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series J Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

"Trust" shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

"Trustee" shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers.

(i) Prior to the Restriction Termination Date, but subject to Section 9(l):

(A) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series J Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series J Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series J Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series J Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series J Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series J Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series J Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series J Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series J Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void *ab initio*, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series J Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Series J Preferred Stock.

(c) Transfers of Series J Preferred Stock in Trust.

(i) Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series J Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

(ii) Series J Preferred Stock held by the Trustee shall be issued and outstanding Series J Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series J Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series J Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series J Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series J Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series J Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series J Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series J Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series J Preferred Stock prior to the discovery by the Company that the Series J Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series J Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share

transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within 20 days of receiving notice from the Company that shares of Series J Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series J Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series J Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series J Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series J Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series J Preferred Stock at Market Price, the Market Price of such shares of Series J Preferred Stock on the day of the event which resulted in the transfer of such shares of Series J Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series J Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series J Preferred Stock have been transferred to the Trustee, such shares of Series J Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series J Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series J Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series J Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series J Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series J Preferred Stock at Market Price, the Market Price of such shares of Series J Preferred Stock on the day of the event which resulted in the transfer of such shares of Series J Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series J Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series J Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series J Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series J Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach. If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series J Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series J Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void *ab initio* irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer. Any Person who acquires or attempts to acquire shares of Series J Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee

such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information. Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series J Preferred Stock and each Person (including the stockholder of record) who is holding Series J Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited. Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series J Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series J Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series J Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series J Preferred Stock based upon the relative number of the shares of Series J Preferred Stock held by each such Person.

(i) Exceptions.

(i) Subject to Section 9(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series J Preferred Stock in violation of Section 9(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 9(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series J Preferred Stock in violation of Section 9(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 9(b)(i)(C) and the remainder of this Section 9(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided, however, that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series J Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series J Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series J Preferred Stock in excess of such percentage ownership of Series J Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series J Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends. Each certificate for Series J Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 5.250% SERIES J CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES J PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES J PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES J PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES J PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES J PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES J PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES J PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID *AB INITIO* AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES J PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES J PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES J PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES J PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS

IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID *AB INITIO*. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES J PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES J PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability. If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE. Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series J Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

(m) Applicability of Section 9. The provisions set forth in this Section 9 shall apply to the Series J Preferred Stock notwithstanding any contrary provisions of the Series J Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 10. No Conversion Rights. The shares of Series J Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Section 11. Record Holders. The Company and its transfer agent may deem and treat the record holder of any Series J Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

Section 12. No Maturity or Sinking Fund. The Series J Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series J Preferred Stock; provided, however, that the Series J Preferred Stock owned by a stockholder in excess of the Ownership Limit or Aggregate Stock Ownership Limit shall be subject to the provisions of Section 5 and Section 9 of these Articles Supplementary.

Section 13. Exclusion of Other Rights. The Series J Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 14. Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 15. Severability of Provisions. If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series J Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series J Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series J Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 16. No Preemptive Rights. No holder of Series J Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH: The Series J Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH: These Articles Supplementary shall be effective at the time the Department accepts these Articles Supplementary for record.

SEVENTH: The undersigned Chief Executive Officer acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed in its name and on its behalf by its Chief Executive Officer as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Jeannie Lee
Name: Jeannie Lee
Title: Vice President, Associate General Counsel

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**8,050,000 Shares of**

**6.625% Series C Cumulative Redeemable Perpetual Preferred Stock**

**September 13, 2017**

Digital Realty Trust, Inc., a Maryland corporation (the "Company"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "SDAT") that:

FIRST: Pursuant to the authority expressly vested in the Board of Directors of the Company (the "Board") by Article V of the Articles of Amendment and Restatement of the Company (as amended and supplemented to date and as may be amended and supplemented from time to time, the "Charter") and Section 2-105 of the Maryland General Corporation Law, the Board, by resolutions duly adopted on June 8, 2017, has classified and designated 6,250,000 authorized but unissued shares of preferred stock of the Company, par value $0.01 per share ("Preferred Stock"), and reclassified and designated 1,050,000 authorized but unissued shares of 4.375% Series C Cumulative Convertible Preferred Stock, par value $0.01 per share, and 750,000 authorized but unissued shares of 6.625% Series F Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company as a separate class of Preferred Stock to be known as the "6.625% Series C Cumulative Redeemable Perpetual Preferred Stock," set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 6.625% Series C Cumulative Redeemable Perpetual Preferred Stock, and authorized the issuance of up to 8,050,000 shares of 6.625% Series C Cumulative Redeemable Perpetual Preferred Stock.

SECOND: The designation, number of shares, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 6.625% Series C Cumulative Redeemable Perpetual Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Section 1. Designation and Number. A series of preferred stock, designated as the "6.625% Series C Cumulative Redeemable Perpetual Preferred Stock" (the "Series C Preferred Stock"), is hereby established. The par value of the Series C Preferred Stock is $0.01 per share. The number of shares of the Series C Preferred Stock shall be 8,050,000.

Section 2. Ranking. The Series C Preferred Stock will, with respect to rights to receive dividends and to participate in distributions or payments upon liquidation, dissolution or winding up of the Company, rank (a) senior to the Common Stock (as defined in the Charter) and any other capital stock of the Company, now or hereafter issued and outstanding, the terms of which provide that such capital stock ranks, as to dividends and upon liquidation, dissolution or winding up of the Company, junior to such Series C Preferred Stock ("Junior Shares"); (b) on a parity with the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series H Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series I Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series J Cumulative Redeemable Preferred Stock, par value $0.01 per share of the Company, and any other capital stock of the Company, now or hereafter issued and outstanding, other than the capital stock referred to in clauses (a) and (c) ("Parity Shares"); and (c) junior to all capital stock of the Company the terms of which specifically provide that such capital stock ranks senior to the Series C Preferred Stock.

Section 3. Dividends.

(a) Holders of the then outstanding shares of Series C Preferred Stock shall be entitled to receive, when, as and if authorized by the Board and declared by the Company, out of funds legally available for payment of dividends,

cumulative cash dividends at the rate of 6.625% per annum of the $25 liquidation preference of each share of Series C Preferred Stock (equivalent to $1.65625 per annum per share).

(b) Dividends on each outstanding share of Series C Preferred Stock shall accrue and be cumulative from and including the first date on which any shares of Series C Preferred Stock are issued (the "Original Issue Date") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing December 29, 2017, provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid, at the Company's option, on either the immediately preceding Business Day or the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series C Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series C Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series C Preferred Stock that is outstanding on such date. "Dividend Record Date" shall mean the date designated by the Board for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. "Dividend Payment Date" shall mean the last calendar day of each March, June, September and December, commencing on December 29, 2017. "Dividend Period" shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include December 31, 2017, and other than the Dividend Period during which any shares of Series C Preferred Stock shall be redeemed pursuant to Section 5 hereof, which shall end on and include the day preceding the redemption date with respect to the shares of Series C Preferred Stock being redeemed).

(c) No dividends on the Series C Preferred Stock shall be authorized and declared by the Board or paid or set apart for payment by the Company at such time as the terms and provisions of any agreement of the Company, including any agreement relating to its indebtedness, prohibits such declaration, payment or setting apart for payment or provides that such declaration, payment or setting apart for payment would constitute a breach thereof, or a default thereunder, or if such declaration or payment shall be restricted or prohibited by law.

(d) So long as any shares of Series C Preferred Stock are outstanding, no dividends, except as described in the immediately following sentence, shall be authorized and declared or paid or set apart for payment on any series or class or classes of Parity Shares for any period unless full cumulative dividends have been declared and paid or are contemporaneously declared and paid or declared and a sum sufficient for the payment thereof set apart for such payment on the Series C Preferred Stock for all prior dividend periods. When dividends are not paid in full or a sum sufficient for such payment is not set apart, as aforesaid, all dividends authorized and declared upon the Series C Preferred Stock and all dividends authorized and declared upon any other series or class or classes of Parity Shares shall be authorized and declared ratably in proportion to the respective amounts of dividends accumulated and unpaid on the Series C Preferred Stock and such Parity Shares.

(e) So long as any shares of Series C Preferred Stock are outstanding, no dividends (other than dividends or distributions paid solely in Junior Shares of, or in options, warrants or rights to subscribe for or purchase, Junior Shares) shall be authorized and declared or paid or set apart for payment or other distribution authorized and declared or made upon Junior Shares, nor shall any Junior Shares be redeemed, purchased or otherwise acquired (other than a redemption, purchase or other acquisition of Common Stock made for purposes of and in compliance with requirements of an employee incentive or benefit plan of the Company or any subsidiary, or a conversion into or exchange for Junior Shares or redemptions for the purpose of preserving the Company's qualification as a REIT (as defined in Section 9(a) hereof)), for any consideration (or any monies to be paid to or made available for a sinking fund for the redemption of any such shares) by the Company, directly or indirectly (except by conversion into or exchange for Junior Shares), unless in each case full cumulative dividends on all outstanding shares of Series C Preferred Stock and any Parity Shares at the time such dividends are payable shall have been paid or set apart for payment for all past dividend periods with respect to the Series C Preferred Stock and all past dividend periods with respect to such Parity Shares.

(f) Any dividend payment made on the Series C Preferred Stock shall first be credited against the earliest accrued but unpaid dividend due with respect to such shares which remains payable.

(g) Except as provided herein, the Series C Preferred Stock shall not be entitled to participate in the earnings or assets of the Company.

(h) As used herein, the term "Business Day" shall mean any day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(i) As used herein, the term "dividend" does not include dividends payable solely in shares of Junior Shares on Junior Shares, or in options, warrants or rights to holders of Junior Shares to subscribe for or purchase any Junior Shares.

Section 4. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, before any payment or distribution of the assets of the Company shall be made to or set apart for the holders of Junior Shares, the holders of the Series C Preferred Stock shall be entitled to receive $25 per share (the "Liquidation Preference") plus an amount per share equal to all dividends (whether or not earned or declared) accumulated and unpaid thereon to, but not including, the date of final distribution to such holders; but such holders of the Series C Preferred Stock shall not be entitled to any further payment. If, upon any such liquidation, dissolution or winding up of the Company, the assets of the Company, or proceeds thereof, distributable among the holders of the Series C Preferred Stock shall be insufficient to pay in full the preferential amount aforesaid and liquidating payments on any other Parity Shares, then such assets, or the proceeds thereof, shall be distributed among the holders of such Series C Preferred Stock and any such other Parity Shares ratably in accordance with the respective amounts that would be payable on such Series C Preferred Stock and any such other Parity Shares if all amounts payable thereon were paid in full. For the purposes of this Section 4, none of (i) a consolidation or merger of the Company with one or more entities, (ii) a statutory stock exchange or (iii) a sale or transfer of all or substantially all of the Company's assets shall be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary, of the Company.

(b) Subject to the rights of the holders of Parity Shares, upon any liquidation, dissolution or winding up of the Company, after payment shall have been made in full to the holders of the Series C Preferred Stock, as provided in this Section 4, any series or class or classes of Junior Shares shall, subject to any respective terms and provisions applying thereto, be entitled to receive any and all assets remaining to be paid or distributed, and the holders of the Series C Preferred Stock shall not be entitled to share therein.

Section 5. Optional Redemption.

(a) Except as otherwise permitted by the Charter and paragraph (b) below, or to preserve the status of the Company as a REIT (as defined in Section 9(a) hereof) for United States federal income tax purposes, the Series C Preferred Stock shall not be redeemable by the Company prior to May 15, 2021. On and after May 15, 2021, the Company, at its option, upon giving notice as provided below, may redeem the Series C Preferred Stock, in whole, at any time, or in part, from time to time, for cash at a redemption price of $25.00 per share, plus any accumulated and unpaid dividends on the Series C Preferred Stock (whether or not declared), to, but not including, the redemption date (the "Regular Redemption Right").

(b) Upon a Change of Control (as defined below), the Company will have the option, upon giving notice as provided below, to redeem the Series C Preferred Stock, in whole, at any time, or in part, from time to time, within 120 days after the first date on which such Change of Control has occurred (the "Special Redemption Right"), for cash at a redemption price of $25.00 per share, plus any accumulated and unpaid dividends on the Series C Preferred Stock (whether or not declared), to, but not including, the redemption date (the "Special Redemption Price"). If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series C Preferred Stock (whether pursuant to the Regular Redemption Right or the Special Optional Redemption Right), the holders of shares of Series C Preferred Stock will not have the conversion right described below in Section 9. If the Company provides the notice described in Section 9(c) below of a holder's right to exercise the Change of Control Conversion Right, the Company may no longer exercise its Special Redemption Right until the time

period during which holders of Series C Preferred Stock may exercise their Change of Control Conversion Right has expired.

A "Change of Control" shall be deemed to have occurred at such time after the original issuance of the Series C Preferred Stock when each of the following has occurred:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Exchange Act, of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of shares of the Company entitling that person to exercise more than 50% of the total voting power of all shares of the Company entitled to vote generally in elections of directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in clause (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities listed on the New York Stock Exchange (the "NYSE"), the NYSE MKT LLC ("NYSE MKT"), or the NASDAQ Stock Market ("NASDAQ"), or listed on an exchange that is a successor to the NYSE, NYSE MKT or NASDAQ.

(c) The following provisions set forth the procedures for redemption pursuant to the Regular Redemption Right:

(i) A notice of redemption (which may be contingent upon the occurrence of a future event) shall be mailed, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date, addressed to the holders of record of the Series C Preferred Stock at their addresses as they appear on the Company's stock transfer records. A failure to give such notice or any defect in the notice or in its mailing shall not affect the validity of the proceedings for the redemption of any shares of the Series C Preferred Stock except as to the holder to whom notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series C Preferred Stock may be listed or admitted to trading, each notice shall state: (A) the redemption date; (B) the redemption price; (C) the number of shares of Series C Preferred Stock to be redeemed and, if fewer than all the shares of Series C Preferred Stock held by such holder are to be redeemed, the number of such shares of Series C Preferred Stock to be redeemed from such holder; (D) the place or places where the certificates, if any, evidencing the shares of Series C Preferred Stock are to be surrendered for payment of the redemption price; and (E) that dividends on the shares to be redeemed will cease to accrue on such redemption date except as otherwise provided herein.

(ii) At its election, the Company, prior to a redemption date, may irrevocably deposit the redemption price (including accumulated and unpaid dividends to the redemption date) of the Series C Preferred Stock so called for redemption in trust for the holders thereof with a bank or trust company, in which case the redemption notice to holders of the Series C Preferred Stock to be redeemed shall (A) state the date of such deposit, (B) specify the office of such bank or trust company as the place of payment of the redemption price and (C) require such holders to surrender the certificates evidencing such shares at such place on or about the date fixed in such redemption notice (which may not be later than the redemption date) against payment of the redemption price (including all accumulated and unpaid dividends to the redemption date). Subject to applicable escheat laws, any monies so deposited which remain unclaimed by the holders of the Series C Preferred Stock at the end of two years after the redemption date shall be returned by such bank or trust company to the Company.

(iii) If fewer than all the outstanding shares of the Series C Preferred Stock are to be redeemed, the shares to be redeemed shall be selected by lot or pro rata (as nearly as practicable without creating fractional shares).

(iv) Upon any redemption of Series C Preferred Stock, the Company shall pay any accumulated and unpaid dividends in arrears for any dividend period ending on or prior to the redemption date. If a redemption date falls after a record date for a Series C Preferred Stock dividend payment and prior to the corresponding Dividend Payment Date, then each holder of the Series C Preferred Stock at the close of business on such record date shall be entitled to the dividend payable on such Series C Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of such Series C Preferred Stock before such Dividend Payment Date. Except as provided in this Section 5(c)(iv), the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on any shares of Series C Preferred Stock called for redemption.

(v) If full cumulative dividends on the Series C Preferred Stock and any other series or class or classes of Parity Shares have not been paid or declared and set apart for payment, except for redemptions for the purpose of preserving the Company's qualification as a REIT (as defined in the Section 9(a) hereof) or as otherwise permitted under the Charter, the Company may not purchase, redeem or otherwise acquire shares of the Series C Preferred Stock or any Parity Shares other than in exchange for Junior Shares.

(vi) On and after the date fixed for redemption, provided that the Company has made available at the office of the registrar and transfer agent a sufficient amount of cash to effect the redemption, dividends will cease to accumulate on the shares of Series C Preferred Stock called for redemption (except that, in the case of a redemption date after a dividend payment record date and prior to the related Series C Dividend Payment Date, holders of Series C Preferred Stock on the applicable record date will be entitled on such Series C Dividend Payment Date to receive the dividend payable on such shares on the corresponding Series C Dividend Payment Date), such shares shall no longer be deemed to be outstanding and all rights of the holders of such shares as holders of Series C Preferred Stock shall cease except the right to receive the cash payable upon such redemption, without interest from the date of such redemption.

(d) The following provisions set forth the procedures for redemption pursuant to the Special Redemption Right:

(i) A notice of redemption shall be mailed, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date, addressed to the holders of record of the Series C Preferred Stock at their addresses as they appear on the Company's stock transfer records. A failure to give such notice or any defect in the notice or in its mailing shall not affect the validity of the proceedings for the redemption of any shares of Series C Preferred Stock except as to the holder to whom notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series C Preferred Stock may be listed or admitted to trading, each notice shall state: (A) the redemption date; (B) the redemption price; (C) the number of shares of Series C Preferred Stock to be redeemed; (D) the place or places where the certificates, if any, evidencing the shares of Series C Preferred Stock are to be surrendered for payment of the redemption price; and (E) that dividends on the shares to be redeemed will cease to accrue on such redemption date except as otherwise provided herein.

(ii) At its election, the Company, prior to a redemption date, may irrevocably deposit the redemption price (including accumulated and unpaid dividends to the redemption date) of the Series C Preferred Stock so called for redemption in trust for the holders thereof with a bank or trust company, in which case the redemption notice to holders of the Series C Preferred Stock to be redeemed shall (A) state the date of such deposit, (B) specify the office of such bank or trust company as the place of payment of the redemption price and (C) require such holders to surrender the certificates evidencing such shares at such place on or about the date fixed in such redemption notice (which may not be later than the redemption date) against payment of the redemption price (including all accumulated and unpaid dividends to the redemption date). Subject to applicable escheat laws, any monies so deposited which remain unclaimed by the holders of the Series C Preferred Stock at the end of two years after the redemption date shall be returned by such bank or trust company to the Company.

(iii) Upon the redemption of Series C Preferred Stock, the Company shall pay any accumulated and unpaid dividends in arrears for any dividend period ending on or prior to the redemption date. If the redemption date falls after a record date for a Series C Preferred Stock dividend payment and prior to the corresponding Series C Dividend Payment Date, then each holder of the Series C Preferred Stock at the close of business on such record date shall be entitled to the dividend payable on such Series C Preferred Stock on the corresponding Series C Dividend Payment Date notwithstanding the redemption of such Series C Preferred Stock before such Series C Dividend Payment Date. Except as provided in Section 5(c)(iv), the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on any shares of Series C Preferred Stock called for redemption.

(iv) If full cumulative dividends on the Series C Preferred Stock and any other series or class or classes of Parity Shares have not been paid or declared and set apart for payment, except for redemptions for the purpose of preserving the Company's qualification as a REIT (as defined in the Charter) or as otherwise permitted under the Charter, the Company may not purchase, redeem or otherwise acquire shares of the Series C Preferred Stock or any Parity Shares other than in exchange for Junior Shares.

(v) On and after the date fixed for redemption, provided that the Company has made available at the office of the registrar and transfer agent a sufficient amount of cash to effect the redemption, dividends will cease to

accumulate on the shares of Series C Preferred Stock called for redemption (except that, in the case of a redemption date after a dividend payment record date and prior to the related Series C Dividend Payment Date, holders of Series C Preferred Stock on the applicable record date will be entitled on such Series C Dividend Payment Date to receive the dividend payable on such shares on the corresponding Series C Dividend Payment Date), such shares shall no longer be deemed to be outstanding and all rights of the holders of such shares as holders of Series C Preferred Stock shall cease except the right to receive the cash payable upon such redemption, without interest from the date of such redemption.

(e) Any shares of Series C Preferred Stock that shall at any time have been redeemed shall, after such redemption, have the status of authorized but unissued Preferred Stock, without designation as to series or class.

Section 6. Voting Rights. Holders of the Series C Preferred Stock shall not have any voting rights, except as set forth in this Section 6.

(a) Whenever dividends on any shares of Series C Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a "Preferred Dividend Default"), the holders of such Series C Preferred Stock (voting separately as a class together with holders of all other Parity Shares (the "Voting Preferred Shares"), shall be entitled to vote for the election of a total of two additional directors of the Company (the "Preferred Directors") until all dividends accumulated on such Series C Preferred Stock and Parity Shares for the past Dividend Periods shall have been fully paid. In such case, the entire Board will be increased by two directors. The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualifies or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either a special meeting called in accordance with Section 6(b) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series C Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series C Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly Dividend Periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(b) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series C Preferred Stock and Parity Shares, a special meeting of the holders of Series C Preferred Stock and each class or series of Parity Shares by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series C Preferred Stock and Parity Shares entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series C Preferred Stock and Parity Shares, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series C Preferred Stock and Parity Shares are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series C Preferred Stock and Parity Shares voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series C Preferred Stock and the Parity Shares shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series C Preferred Stock and Parity Shares voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series C Preferred Stock and the Parity Shares that would have been entitled to vote at such special meeting.

(c) If and when all accumulated dividends on such Series C Preferred Stock and all classes or series of Parity Shares for the past Dividend Periods shall have been fully paid, the right of the holders of Series C Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series C Preferred Stock and the Parity Shares entitled to vote thereon when they have the voting rights set forth in Section 6(a) hereof (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series C Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(d) So long as any shares of Series C Preferred Stock are outstanding, the approval of two-thirds of the votes entitled to be cast by the holders of outstanding Series C Preferred Stock, voting separately as a class, either at a meeting of stockholders or by written consent, is required (i) to amend, alter or repeal any provisions of the Charter (including these Articles Supplementary), whether by merger, consolidation or otherwise, to affect materially and adversely the voting powers, rights or preferences of the holders of the Series C Preferred Stock, unless in connection with any such amendment, alteration or repeal, the Series C Preferred Stock remains outstanding without the terms thereof being materially changed in any respect adverse to the holders thereof or is converted into or exchanged for preferred stock of the surviving entity having preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption thereof that are substantially similar to those of the Series C Preferred Stock, or (ii) to authorize, create, or increase the authorized amount of any class or series of capital stock having rights senior to the Series C Preferred Stock with respect to the payment of dividends or amounts upon liquidation, dissolution or winding up (provided that if such amendment affects materially and adversely the rights, preferences, privileges or voting powers of one or more but not all of the other series of Voting Preferred Shares, the consent of the holders of at least two-thirds of the outstanding shares of each such series so affected is required). However, the Company may create additional classes of Parity Shares and Junior Shares, amend the Charter and these Articles Supplementary to increase the authorized number of shares of Parity Shares (including the Series C Preferred Stock) and Junior Shares and issue additional series of Parity Shares and Junior Shares without the consent of any holder of Series C Preferred Stock.

(e) The foregoing voting provisions shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series C Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been deposited in trust to effect such redemption.

Section 7. Information Rights. During any period in which the Company is not subject to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and any shares of Series C Preferred Stock are outstanding, the Company will (i) transmit by mail (or other permissible means under the Exchange Act) to all holders of Series C Preferred Stock, as their names and addresses appear in the record books of the Company and without cost to such holders, copies of the annual reports and quarterly reports that the Company would have been required to file with the Securities and Exchange Commission (the "SEC") pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject thereto (other than any exhibits that would have been required) and (ii) promptly, upon request, supply copies of such reports to any prospective holder of Series C Preferred Stock. The Company will mail (or otherwise provide) the information to the holders of Series C Preferred Stock within 15 days after the respective dates by which a periodic report on Form 10-K or Form 10-Q, as the case may be, in respect of such information would have been required to be filed with the SEC if the Company were subject to Section 13 or 15(d) of the Exchange Act.

Section 8. Conversion Upon a Change of Control. The Series C Preferred Stock is not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of Series C Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series C Preferred Stock pursuant to the Regular Redemption Right or Special Redemption Right, to convert

some or all of the shares of Series C Preferred Stock held by such holder (the "Change of Control Conversion Right") on the relevant Change of Control Conversion Date (as defined herein) into a number of shares of Common Stock per share of Series C Preferred Stock to be converted (the "Common Stock Conversion Consideration") equal to the lesser of (i) the quotient obtained by dividing (A) the sum of (x) $25.00, plus (y) an amount equal to any accumulated and unpaid dividends (whether or not declared) to, but not including, the Change of Control Conversion Date (as defined herein) except if such Change of Control Conversion Date is after a record date for a Series C Preferred Stock dividend payment and prior to the corresponding Series C Dividend Payment Date, in which case the amount pursuant to this clause (A)(y) shall equal $0.00 in respect of such dividend payment to be made on such Series C Dividend Payment Date, by (B) the Common Stock Price (such quotient, the "Conversion Rate"), and (ii) 0.6389035 (the "Share Cap"), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a Common Stock dividend), subdivisions or combinations (in each case, a "Share Split") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product of (i) the Share Cap in effect immediately prior to such Share Split multiplied by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below)) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 5,143,174 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable) (the "Exchange Cap"). The Exchange Cap is subject to pro rata adjustments for any Share Splits with respect to Common Stock as follows: The adjusted Exchange Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product of (i) the Exchange Cap in effect immediately prior to such Share Split multiplied by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

In the case of a Change of Control as a result of which holders of Common Stock are entitled to receive consideration other than solely shares of Common Stock, including other securities, other property or assets (including cash or any combination thereof) with respect to or in exchange for shares of Common Stock (the "Alternative Form Consideration"), a holder of Series C Preferred Stock shall be entitled thereafter to convert (unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series C Preferred Stock pursuant to the Regular Redemption Right or Special Redemption Right) such Series C Preferred Stock not into Common Stock but solely into the kind and amount of Alternative Form Consideration which the holder of Series C Preferred Stock would have owned or been entitled to receive upon such Change of Control as if such holder of Series C Preferred Stock then held the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the "Alternative Conversion Consideration"; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the "Conversion Consideration").

If the holders of Common Stock have the opportunity to elect the form of consideration to be received in such Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The "Change of Control Conversion Date" shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

As used herein, "Common Stock Price" shall mean (i) if the consideration to be received in the Change of Control by holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock, (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash, the average of the closing price per share of Common Stock on the ten consecutive trading days immediately preceding, but not including, the effective date of such Change of Control, and (iii) if there is not a readily determinable closing price for the common stock, the fair market value of the Alternative Form Consideration received in the Change of Control per share of Common Stock as determined by the Board or a committee thereof.

(b) No fractional shares of Common Stock shall be issued upon the conversion of Series C Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(c) Unless the Company has exercised its Special Redemption Right in whole during the 15 day period following the occurrence of a Change of Control, within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series C Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. A failure to give such notice or any defect in the notice or in its mailing shall not affect the validity of the proceedings for the conversion of any share of Series C Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series C Preferred Stock may exercise their Change of Control Conversion Right, which shall be the Change of Control Conversion Date; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date, which shall be a Business Day occurring within 20 to 35 days following the date of the notice; (vi) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series C Preferred Stock; (vii) the name and address of the paying agent and the conversion agent; and (viii) the procedures that the holders of Series C Preferred Stock must follow to exercise the Change of Control Conversion Right.

(d) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series C Preferred Stock.

(e) In order to exercise the Change of Control Conversion Right, a holder of shares of Series C Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) evidencing the shares of Series C Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series C Preferred Stock to be converted; and (iii) that the shares of Series C Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series C Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company ("DTC").

(f) Holders of Series C Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series C Preferred Stock; (ii) if certificated shares of Series C Preferred Stock have been issued, the certificate numbers of the withdrawn shares of Series C Preferred Stock; and (iii) the number of shares of Series C Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series C Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable DTC procedures.

(g) Shares of Series C Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable

Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date.

(h) The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no Series C Preferred Stock may be converted into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other limit as permitted by the Board or a committee thereof pursuant to Section 9(i) hereof.

Section 9. Restrictions on Ownership and Transfer to Preserve Tax Benefit.

(a) Definitions. For the purposes of these Articles Supplementary, the following terms shall have the following meanings:

"Aggregate Stock Ownership Limit" has the meaning set forth in Article VI of the Charter.

"Beneficial Ownership" shall mean ownership of Series C Preferred Stock by a Person who is or would be treated as an owner of such Series C Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings.

"Capital Stock" has the meaning set forth in Article VI of the Charter.

"Charitable Beneficiary" shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

"Code" shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

"Constructive Ownership" shall mean ownership of Series C Preferred Stock by a Person who is or would be treated as an owner of such Series C Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings.

"Individual" means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

"IRS" means the United States Internal Revenue Service.

"Market Price" shall mean the last reported sales price reported on the NYSE of the Series C Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series C Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series C Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series C Preferred Stock may be traded, or if the Series C Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series C Preferred Stock on the relevant date as determined in good faith by the Board of the Company.

"Ownership Limit" shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series C Preferred Stock of the Company. The number and value of shares of outstanding Series C Preferred Stock of the Company shall be determined by the Board in good faith, which determination shall be conclusive for all purposes hereof.

"Person" shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series C Preferred Stock provided that the ownership of such shares of Series C Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

"Purported Beneficial Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series C Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

"Purported Record Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series C Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

"REIT" shall mean a real estate investment trust under Sections 856 through 860 of the Code.

"Restriction Termination Date" shall mean the first day after the date hereof on which the Board of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

"Trading Day" means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

"Transfer" shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series C Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series C Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series C Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series C Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series C Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

"Trust" shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

"Trustee" shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers.

(i) Prior to the Restriction Termination Date, but subject to Section 9(l):

(A) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series C Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series C Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series C Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series C Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series C Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series C Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series C Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series C Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series C Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void *ab initio*, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series C Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Series C Preferred Stock.

(c) Transfers of Series C Preferred Stock in Trust.

(i) Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series C Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

(ii) Series C Preferred Stock held by the Trustee shall be issued and outstanding Series C Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series C Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series C Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series C Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series C Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series C Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series C Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series C Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series C Preferred Stock prior to the discovery by the Company that the Series C Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series C Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within 20 days of receiving notice from the Company that shares of Series C Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series C Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series C Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series C Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series C Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series C Preferred Stock at Market Price, the Market Price of such shares of Series C Preferred Stock on the day of the event which resulted in the transfer of such shares of Series C Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series C Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series C Preferred Stock have been transferred to the Trustee, such shares of Series C Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series C Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series C Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series C Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series C Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series C Preferred Stock at Market Price, the Market Price of such shares of Series C Preferred Stock on the day of the event which resulted in the transfer of such shares of Series C Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series C Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series C Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series C Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series C Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach. If the Board or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series C Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board or a committee thereof or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series C Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void *ab initio* irrespective of any action (or non-action) by the Board.

(e) Notice of Restricted Transfer. Any Person who acquires or attempts to acquire shares of Series C Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information. Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series C Preferred Stock and each Person (including the stockholder of record) who is holding Series C Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited. Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board (which the Board may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series C Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series C Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series C Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series C Preferred Stock based upon the relative number of the shares of Series C Preferred Stock held by each such Person.

(i) Exceptions.

(i) Subject to Section 9(b)(i)(C), the Board, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series C Preferred Stock in violation of Section 9(b)(i)(A) if the Board determines that such exemption will not cause any Individual's Beneficial Ownership of

shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 9(b)(i)(C), the Board in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series C Preferred Stock in violation of Section 9(b)(i)(B), if the Board determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series C Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends. Each certificate for Series C Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 6.625% SERIES C CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES C PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES C PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES C PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES C PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES C PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY

OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES C PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES C PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID *AB INITIO* AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES C PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES C PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES C PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES C PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID *AB INITIO*. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES C PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES C PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability. If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE. Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series C Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

(m) Applicability of Section 9. The provisions set forth in this Section 9 shall apply to the Series C Preferred Stock notwithstanding any contrary provisions of the Series C Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 10. No Conversion Rights. The shares of Series C Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Section 11. Record Holders. The Company and the transfer agent for the Series C Preferred Stock may deem and treat the record holder of any Series C Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor the transfer agent shall be affected by any notice to the contrary.

Section 12. Severability of Provisions. If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series C Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any

rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series C Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series C Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

FOURTH: The Series C Preferred Stock have been classified and designated by the Board pursuant to the powers of the Board as contained in the Charter. These Articles Supplementary have been approved by the Board in the manner and by the vote required by law.

FIFTH: These Articles Supplementary shall be effective at the time the SDAT accepts these Articles Supplementary.

SIXTH: The undersigned officer acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed in its name and on its behalf by its Chief Executive Officer as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES OF AMENDMENT**

Digital Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The charter of the Corporation (the "Charter") is hereby amended by deleting therefrom in their entirety the first two sentences of Section 5.1 of Article V and inserting in lieu thereof two new sentences to read as follows:

The Corporation has authority to issue 425,000,000 shares of stock, consisting of 315,000,000 shares of Common Stock, $.01 par value per share ("Common Stock"), and 110,000,000 shares of Preferred Stock, $.01 par value per share ("Preferred Stock"). The aggregate par value of all authorized shares of stock having par value is $4,250,000.

SECOND: The total number of shares of stock which the Corporation had authority to issue immediately prior to the foregoing amendment of the Charter was 375,000,000 shares of stock, consisting of 265,000,000 shares of Common Stock, $.01 par value per share, and 110,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value was $3,750,000.

THIRD: The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment of the Charter is 425,000,000 shares of stock, consisting of 315,000,000 shares of Common Stock, $.01 par value per share, and 110,000,000 shares of Preferred Stock, $.01 par value per share. The aggregate par value of all authorized shares of stock having par value is $4,250,000.

FOURTH: The information required by Section 2-607(b)(2)(i) of the Maryland General Corporation Law (the "MGCL") is not changed by the foregoing amendment of the Charter.

FIFTH: The foregoing amendment of the Charter was approved by a majority of the entire Board of Directors of the Corporation as required by law and was limited to a change expressly authorized by Section 2-105(a)(13) of the MGCL without any action by the stockholders of the Corporation.

SIXTH: The undersigned acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed in its name and on its behalf by its Senior Vice President, General Counsel and Secretary and attested to by its Vice President, Associate General Counsel and Assistant Secretary on this 13th day of September, 2017.

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Secretary

ATTEST:

By: /s/ Jeannie Lee
Name: Jeannie Lee
Title: Vice President, Associate General Counsel and Assistant Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**9,200,000 SHARES OF**

**5.850% SERIES K CUMULATIVE REDEEMABLE PREFERRED STOCK**

**March 4, 2019**

Digital Realty Trust, Inc., a Maryland corporation (the "Company"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: Pursuant to the authority expressly vested in the Board of Directors of the Company (the "Board of Directors") by Article V of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (as amended and supplemented to date and as may be amended and supplemented from time to time, the "Charter") and Section 2-105 of the Maryland General Corporation Law (the "MGCL"), the Board of Directors, by resolutions duly adopted on February 21-22, 2019 has authorized the issuance, classification and designation of a number of shares of the authorized but unissued preferred stock of the Company, par value $0.01 per share ("Preferred Stock"), as a separate class of Preferred Stock, that, on the date of issue, has a liquidation value or aggregate offering price of up to $500,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), and, pursuant to the powers contained in the Eighth Amended and Restated Bylaws (as may be amended from time to time, the "Bylaws") of the Company and the MGCL, delegated to the Pricing Committee of the Board of Directors (the "Committee"), to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, provided that in no event shall the liquidation value or aggregate offering price of such shares exceed $500,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), (ii) choosing the cumulative dividend

percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND: The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "5.850% Series K Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 5.850% Series K Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 8,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 5.850% Series K Cumulative Redeemable Preferred Stock.

THIRD: The designation, number of shares, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 5.850% Series K Cumulative Redeemable Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Section 1. Designation and Number. A series of Preferred Stock, designated the "5.850% Series K Cumulative Redeemable Preferred Stock" (the "Series K Preferred Stock"), is hereby established. The number of shares of Series K Preferred Stock shall be 9,200,000.

Section 2. Rank. The Series K Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (a) senior to all classes or series of the Company's common stock, par value $0.01 per share (the "Common Stock"), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series K Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (b) on parity with the Series C Cumulative Redeemable Perpetual Preferred Stock, par value $0.01 per share, Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series H Cumulative Redeemable Preferred Stock, par value $0.01 per share, Series I Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series J Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company, and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series K Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series K Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term "capital stock" does not include convertible or exchangeable debt securities, which will rank senior to the Series K Preferred Stock prior to conversion or exchange. The Series K Preferred Stock will also rank junior in right of payment to the Company's existing and future debt obligations.

Section 3. Dividends.

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series K Preferred Stock as to dividends, the holders of shares of the Series K Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 5.850% per annum of the $25.00 liquidation preference per share of the Series K Preferred Stock (equivalent to a fixed annual amount of $1.4625 per share of the Series K Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series K Preferred Stock are issued (the "Original Issue Date") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing June 28, 2019; provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid, at the Company's option, on either the immediately preceding Business Day or the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar

year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series K Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series K Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series K Preferred Stock that is outstanding on such date. "Dividend Record Date" shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. "Dividend Payment Date" shall mean the last calendar day of each March, June, September and December, commencing on June 28, 2019. "Dividend Period" shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include June 30, 2019, and other than the Dividend Period during which any shares of Series K Preferred Stock shall be redeemed pursuant to Section 5 or Section 6 hereof, which shall end on and include the day preceding the redemption date with respect to the shares of Series K Preferred Stock being redeemed).

The term "Business Day" shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series K Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series K Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series K Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, on parity with or junior to the Series K Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series K Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 9 hereof), unless full cumulative dividends on the Series K Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series K Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series K Preferred Stock, all dividends declared upon the Series K Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series K Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series K Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series K Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior Dividend Periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series K Preferred Stock which may be in arrears.

(e) Holders of shares of Series K Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series K Preferred Stock as provided herein. Any dividend payment made on the Series K Preferred Stock shall first be credited against the earliest

accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid dividends on the Series K Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference.

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series K Preferred Stock, the holders of shares of Series K Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company and, subject to compliance with section 7(f)(i) of these Articles Supplementary, any class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, senior to the Series K Preferred Stock, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series K Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to rights upon the Company's liquidation, dissolution or winding up, on parity with the Series K Preferred Stock in the distribution of assets, then the holders of the Series K Preferred Stock and each such other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up, on parity with the Series K Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series K Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series K Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series K Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption.

(a) Shares of Series K Preferred Stock shall not be redeemable prior to March 13, 2024 except as set forth in Section 6 hereof or to preserve the status of the Company as a REIT (as defined in Section 9(a) hereof) for United States federal income tax purposes. In addition, the Series K Preferred Stock shall be subject to the provisions of Section 9 hereof pursuant to which Series K Preferred Stock owned by a stockholder in excess of the Ownership Limit (as defined in Section 9(a) hereof) shall automatically be transferred to a Trust (as defined in Section 9(a) hereof) for the exclusive benefit of a Charitable Beneficiary (as defined in Section 9(a) hereof).

(b) On and after March 13, 2024, the Company, at its option, upon not fewer than 30 or more than 60 days' written notice, may redeem the Series K Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not authorized or declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the "Redemption Right"). If fewer than all of the outstanding shares of Series K Preferred Stock are to be redeemed, the shares of Series K Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If redemption is to be by lot and, as a result, any holder of shares of Series K Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other

limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof, because such holder's shares of Series K Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series K Preferred Stock of such holder such that no holder will hold an amount of Series K Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption. Holders of Series K Preferred Stock to be redeemed shall surrender such Series K Preferred Stock at the place, or in accordance with the book-entry procedures, designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series K Preferred Stock has been given (in the case of a redemption of the Series K Preferred Stock other than to preserve the status of the Company as a REIT), (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series K Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series K Preferred Stock, such shares of Series K Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series K Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series K Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series K Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series K Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption of any shares of Series K Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on the Series K Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no shares of Series K Preferred Stock shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding shares of Series K Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series K Preferred Stock or any class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series K Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, junior to the Series K Preferred Stock); provided, however, that the foregoing shall not prevent the purchase of Series K Preferred Stock, or any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series K Preferred Stock, by the Company in accordance with the terms of Sections 5(c) and 9 of these Articles Supplementary or otherwise, in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series K Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series K Preferred Stock.

(e) Notice of redemption pursuant to the Redemption Right will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series K Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series K Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series K Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series K Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series K Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series K Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series K Preferred Stock to be redeemed will cease to accumulate on such redemption

date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series K Preferred Stock. If fewer than all of the shares of Series K Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series K Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series K Preferred Stock in the event such holder's Series K Preferred Stock is redeemed in accordance with Sections 5(c) and 9 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series K Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series K Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series K Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series K Preferred Stock redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series K Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided, however, that the Series K Preferred Stock owned by a stockholder in excess of the applicable ownership limit shall be subject to the provisions of this Section 5 and Section 9 of these Articles Supplementary.

Section 6. Special Optional Redemption by the Company.

(a) Upon the occurrence of a Change of Control (as defined below), the Company will have the option upon written notice mailed by the Company, postage pre-paid, no fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of shares of the Series K Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company, to redeem shares of the Series K Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, for cash at $25.00 per share plus accrued and unpaid dividends, if any, to, but not including, the redemption date ("Special Optional Redemption Right"). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series K Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series K Preferred Stock (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of shares of Series K Preferred Stock will not have the conversion right described below in Section 8 of these Articles Supplementary.

A "Change of Control" is when, after the original issuance of the Series K Preferred Stock, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of the total voting power of all stock of the Company entitled to vote generally in the election of the Company's directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the "NYSE"), the NYSE MKT LLC (the "NYSE MKT"), or the NASDAQ Stock Market ("NASDAQ"), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE MKT or NASDAQ.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series K Preferred Stock may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the

redemption price; (iii) the number of shares of Series K Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series K Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series K Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series K Preferred Stock to be redeemed will cease to accumulate on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series K Preferred Stock; (viii) that the shares of Series K Preferred Stock are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the shares of Series K Preferred Stock to which the notice relates will not be able to tender such shares of Series K Preferred Stock for conversion in connection with the Change of Control and each share of Series K Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series K Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series K Preferred Stock held by such holder to be redeemed.

If fewer than all of the outstanding shares of Series K Preferred Stock are to be redeemed, the shares of Series K Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of shares of Series K Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof, because such holder's shares of Series K Preferred Stock were not redeemed, or were only redeemed in part then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series K Preferred Stock of such holder such that no holder will hold an amount of Series K Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption.

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set aside sufficient funds for the redemption in trust for the benefit of the holders of the Series K Preferred Stock called for redemption, then from and after the redemption date, those shares of Series K Preferred Stock will be treated as no longer being outstanding, no further dividends will accrue and all other rights of the holders of those shares of Series K Preferred Stock will terminate. The holders of those shares of Series K Preferred Stock will retain their right to receive the redemption price for their shares and any accrued and unpaid dividends to, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series K Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series K Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series K Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(d) The holders of Series K Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payable with respect to the Series K Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series K Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series K Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

(e) All shares of the Series K Preferred Stock redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

Section 7. Voting Rights.

(a) Holders of the Series K Preferred Stock shall not have any voting rights, except as set forth in this Section 7.

(b) Whenever dividends on any shares of Series K Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a "Preferred Dividend Default"), the holders of such Series K

Preferred Stock (voting separately as a class together with holders of all other classes or series of preferred stock of the Company ranking on parity with the Series K Preferred Stock with respect to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up and upon which like voting rights have been conferred and are exercisable ("Parity Preferred"), including the Series C Cumulative Redeemable Perpetual Preferred Stock, par value $0.01 per share, the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series H Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series I Cumulative Redeemable Preferred Stock, par value $0.01 per share and the Series J Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the "Preferred Directors") until all dividends accumulated on such Series K Preferred Stock and Parity Preferred for the past Dividend Periods shall have been fully paid. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualifies or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series K Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series K Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly Dividend Periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series K Preferred Stock and Parity Preferred, a special meeting of the holders of Series K Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series K Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series K Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series K Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series K Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series K Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series K Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series K Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series K Preferred Stock and all classes or series of Parity Preferred for the past Dividend Periods shall have been fully paid, the right of the holders of Series K Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series K Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 7(b) hereof (voting as a single class). So long as a Preferred Dividend Default shall

continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series K Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series K Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series K Preferred Stock and each other class or series of Parity Preferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting together as a single class) will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series K Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the Company (collectively, "Senior Capital Stock") or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Senior Capital Stock; or (ii) amend, alter or repeal the provisions of the Charter, including the terms of the Series K Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an "Event"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series K Preferred Stock; provided however, with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series K Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event set forth in (ii) above, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series K Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series K Preferred Stock receive the greater of the full trading price of the Series K Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series K Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. If any Event set forth in (ii) above would materially and adversely affect the rights, preferences, privileges or voting powers of the Series K Preferred Stock disproportionately relative to other classes or series of Parity Preferred, the affirmative vote of the holders of at least two-thirds of the outstanding shares of the Series K Preferred Stock, voting separately as a class, will also be required. Holders of shares of Series K Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the number of authorized shares of Series K Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series K Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series K Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series K Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series K Preferred Stock.

(g) The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series K Preferred Stock shall have been redeemed or called for redemption upon proper notice pursuant to these Articles Supplementary, and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series K Preferred Stock may vote (as expressly provided herein), each share of Series K Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 8. Conversion. The shares of Series K Preferred Stock are not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of shares of Series K Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series K Preferred Stock pursuant to the Redemption Right or Special Optional Redemption Right, to convert some or all of the Series K Preferred Stock held by such holder (the "Change of Control Conversion Right") on the Change of Control Conversion Date into a number of shares of Common Stock per share of Series K Preferred Stock to be converted (the "Common Stock Conversion Consideration") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the $25.00 liquidation preference per share of Series K Preferred Stock to be converted plus (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control

Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends will be included in such sum) by (ii) the Common Stock Price (as defined herein) and (B) 0.43611 (the "Share Cap"), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a distribution of the Common Stock), subdivisions or combinations (in each case, a "Share Split") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Share Cap in effect immediately prior to such Share Split by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 3,488,880 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable), subject to increase to the extent the underwriters' option to purchase additional shares of Series K Preferred Stock in the initial public offering of Series K Preferred Stock is exercised, not to exceed 4,012,212 shares of Common Stock in total (or equivalent Alternative Conversion Consideration, as applicable) (the "Exchange Cap"). The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the "Alternative Form Consideration"), a holder of shares of Series K Preferred Stock shall receive upon conversion of such shares of Series K Preferred Stock the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the "Alternative Conversion Consideration"; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the "Conversion Consideration").

In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The "Change of Control Conversion Date" shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

The "Common Stock Price" shall be (i) if the consideration to be received in the Change of Control by the holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock or (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Stock is then traded, or (y) the average of the last quoted bid prices for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Stock is not then listed for trading on a U.S. securities exchange.

(b) No fractional shares of Common Stock shall be issued upon the conversion of Series K Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(c) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series K Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any share of Series K Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series K Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the Series K Preferred Stock, the holder will not be able to convert shares of Series K Preferred Stock designated for redemption and such shares of Series K Preferred Stock shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series K Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series K Preferred Stock must follow to exercise the Change of Control Conversion Right.

(d) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series K Preferred Stock.

(e) In order to exercise the Change of Control Conversion Right, a holder of shares of Series K Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the shares of Series K Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series K Preferred Stock to be converted; and (iii) that the shares of Series K Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series K Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company ("DTC").

(f) Holders of Series K Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series K Preferred Stock; (ii) if certificated shares of Series K Preferred Stock have been issued, the certificate numbers of the shares of withdrawn Series K Preferred Stock; and (iii) the number of shares of Series K Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series K Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(g) Shares of Series K Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem such shares of Series K Preferred Stock, whether pursuant to its Redemption Right or Special Optional Redemption Right. If the Company elects to redeem shares of Series K Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series K Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

(h) The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no holder of shares of Series K Preferred Stock will be entitled to convert such shares of Series K Preferred Stock into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof.

Section 9. Restrictions on Ownership and Transfer to Preserve Tax Benefit.

(a) Definitions. For the purposes of Section 5 and this Section 9 of these Articles Supplementary, the following terms shall have the following meanings:

"Aggregate Stock Ownership Limit" has the meaning set forth in Article VI of the Charter.

"Beneficial Ownership" shall mean ownership of Series K Preferred Stock by a Person who is or would be treated as an owner of such Series K Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings.

"Capital Stock" has the meaning set forth in Article VI of the Charter.

"Charitable Beneficiary" shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

"Code" shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

"Constructive Ownership" shall mean ownership of Series K Preferred Stock by a Person who is or would be treated as an owner of such Series K Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings.

"Individual" means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

"IRS" means the United States Internal Revenue Service.

"Market Price" shall mean the last reported sales price reported on the NYSE of the Series K Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series K Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series K Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series K Preferred Stock may be traded, or if the Series K Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series K Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

"Ownership Limit" shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series K Preferred Stock of the Company. The number and value of shares of outstanding Series K Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

"Person" shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series K Preferred Stock provided that the ownership of such shares of Series K Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

"Purported Beneficial Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series K Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

"Purported Record Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series K Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

"REIT" shall mean a real estate investment trust under Sections 856 through 860 of the Code.

"Restriction Termination Date" shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

"Trading Day" means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

"Transfer" shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series K Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series K Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series K Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series K Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series K Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

"Trust" shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

"Trustee" shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers.

(i) Prior to the Restriction Termination Date, but subject to Section 9(l):

(A) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series K Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series K Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series K Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series K Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series K Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series K Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series K Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series K Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series K Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void *ab initio*, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series K Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Series K Preferred Stock.

(c) Transfers of Series K Preferred Stock in Trust.

(i) Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series K Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

(ii) Series K Preferred Stock held by the Trustee shall be issued and outstanding Series K Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series K Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series K Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series K Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series K Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series K Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series K Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series K Preferred Stock has been transferred to the Trustee, the Trustee shall have the

authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series K Preferred Stock prior to the discovery by the Company that the Series K Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series K Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within 20 days of receiving notice from the Company that shares of Series K Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series K Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series K Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series K Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series K Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series K Preferred Stock at Market Price, the Market Price of such shares of Series K Preferred Stock on the day of the event which resulted in the transfer of such shares of Series K Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series K Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series K Preferred Stock have been transferred to the Trustee, such shares of Series K Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series K Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series K Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series K Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series K Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series K Preferred Stock at Market Price, the Market Price of such shares of Series K Preferred Stock on the day of the event which resulted in the transfer of such shares of Series K Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series K Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series K Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series K Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series K Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach. If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series K Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall take

such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series K Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void *ab initio* irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer. Any Person who acquires or attempts to acquire shares of Series K Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information. Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series K Preferred Stock and each Person (including the stockholder of record) who is holding Series K Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited. Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series K Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series K Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series K Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series K Preferred Stock based upon the relative number of the shares of Series K Preferred Stock held by each such Person.

(i) Exceptions.

(i) Subject to Section 9(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series K Preferred Stock in violation of Section 9(b)(i)(A) if the Board of Directors determines that such exemption will not cause any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 9(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series K Preferred Stock in violation of Section 9(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 9(b)(i)(C) and the remainder of this Section 9(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided, however, that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series K Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series K Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series K Preferred Stock in excess of such percentage ownership of Series K Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series K Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends. Each certificate for Series K Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 5.850% SERIES K CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES K PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES K PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES K PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES K PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES K PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES K PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES K PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE

CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID *AB INITIO* AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES K PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES K PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES K PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES K PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID *AB INITIO*. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES K PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES K PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability. If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE. Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series K Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

(m) Applicability of Section 9. The provisions set forth in this Section 9 shall apply to the Series K Preferred Stock notwithstanding any contrary provisions of the Series K Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 10. No Conversion Rights. The shares of Series K Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Section 11. Record Holders. The Company and its transfer agent may deem and treat the record holder of any Series K Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

Section 12. No Maturity or Sinking Fund. The Series K Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series K Preferred Stock; provided, however, that the Series K Preferred Stock owned by a stockholder in excess of the Ownership Limit or Aggregate Stock Ownership Limit shall be subject to the provisions of Section 5 and Section 9 of these Articles Supplementary.

Section 13. Exclusion of Other Rights. The Series K Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 14. Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 15. Severability of Provisions. If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series K Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series K Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series K Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 16. No Preemptive Rights. No holder of Series K Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH: The Series K Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH: These Articles Supplementary shall be effective at the time the Department accepts these Articles Supplementary for record.

SEVENTH: The undersigned Chief Executive Officer acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

In witness whereof, the Company has caused these Articles Supplementary to be executed in its name and on its behalf by its Chief Executive Officer as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ A. William Stein
Name: A. William Stein
Title: Chief Executive Officer

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Senior Vice President, General Counsel and Secretary

**DIGITAL REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**13,800,000 SHARES OF**

**5.200% SERIES L CUMULATIVE REDEEMABLE PREFERRED STOCK**

**OCTOBER 9, 2019**

Digital Realty Trust, Inc., a Maryland corporation (the "Company"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: Pursuant to the authority expressly vested in the Board of Directors of the Company (the "Board of Directors") by Article V of the Articles of Amendment and Restatement of the Company filed with the Department on October 26, 2004 (as amended and supplemented to date and as may be amended and supplemented from time to time, the "Charter") and Section 2-105 of the Maryland General Corporation Law (the "MGCL"), the Board of Directors, by resolutions duly adopted on February 21-22, 2019, as amended by resolutions duly adopted on September 13, 2019, has authorized the issuance, classification and designation of a number of shares of the authorized but unissued preferred stock of the Company, par value $0.01 per share ("Preferred Stock"), as a separate class of Preferred Stock, that, on the date of issue, has a liquidation value or aggregate offering price of up to $710,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), and, pursuant to the powers contained in the Eighth Amended and Restated Bylaws (as may be amended from time to time, the "Bylaws") of the Company and the MGCL, delegated to the Pricing Committee of the Board of Directors (the "Committee"), to the fullest extent permitted by the MGCL and the Charter and Bylaws of the Company, among other things, all powers of the Board of Directors with respect to (i) setting the number of shares of the Preferred Stock to be classified and designated, provided that in no event shall the liquidation value or aggregate offering price of such shares exceed $710,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option), (ii) choosing the cumulative dividend percentage for the Preferred Stock, (iii) selecting the dates on which dividends will be paid on the Preferred Stock, (iv) establishing the price per share for the Preferred Stock, (v) authorizing, approving and filing these Articles Supplementary with the Department and (vi) authorizing and approving all such other actions as the Committee may deem necessary or desirable in connection with the classification, authorization, issuance, offer, and sale of the Preferred Stock.

SECOND: The Committee has unanimously adopted resolutions classifying and designating the Preferred Stock as a separate class of Preferred Stock to be known as the "5.200% Series L Cumulative Redeemable Preferred Stock," setting the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of such 5.200% Series L Cumulative Redeemable Preferred Stock, and authorizing the issuance of up to 12,000,000 (plus up to an additional 15% to cover any underwriter over-allotment option) shares of 5.200% Series L Cumulative Redeemable Preferred Stock.

THIRD: The designation, number of shares, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, transfers, qualifications, terms and conditions of redemption and other terms and conditions of the separate class of Preferred Stock of the Company designated as the 5.200% Series L Cumulative Redeemable Preferred Stock are as follows, which upon any restatement of the Charter shall be made a part of or incorporated by reference into the Charter with any necessary or appropriate changes to the enumeration or lettering of Sections or subsections thereof:

Section 1. Designation and Number. A series of Preferred Stock, designated the "5.200% Series L Cumulative Redeemable Preferred Stock" (the "Series L Preferred Stock"), is hereby established. The number of shares of Series L Preferred Stock shall be 13,800,000.

Section 2. Rank. The Series L Preferred Stock will, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company, rank: (a) senior to all classes or series of the Company's common stock, par value $0.01 per share (the "Common Stock"), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series L Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; (b) on parity with the Series C Cumulative Redeemable Perpetual Preferred Stock, par value $0.01 per share, the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series I Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series J Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series K Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company, and with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series L Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of

the Company; and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series L Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company. The term "capital stock" does not include convertible or exchangeable debt securities, which will rank senior to the Series L Preferred Stock prior to conversion or exchange. The Series L Preferred Stock will also rank junior in right of payment to the Company's existing and future debt obligations.

Section 3. Dividends.

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series L Preferred Stock as to dividends, the holders of shares of the Series L Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 5.200% per annum of the $25.00 liquidation preference per share of the Series L Preferred Stock (equivalent to a fixed annual amount of $1.30 per share of the Series L Preferred Stock). Such dividends shall accrue and be cumulative from and including the first date on which any shares of Series L Preferred Stock are issued (the "Original Issue Date") and shall be payable quarterly in arrears on each Dividend Payment Date (as defined below), commencing December 31, 2019; provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on such Dividend Payment Date may be paid, at the Company's option, on either the immediately preceding Business Day or the next succeeding Business Day, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day. The amount of any dividend payable on the Series L Preferred Stock for any partial Dividend Period (as defined below) shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series L Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series L Preferred Stock that is outstanding on such date. "Dividend Record Date" shall mean the date designated by the Board of Directors for the payment of dividends that is not more than 35 or fewer than 10 days prior to the applicable Dividend Payment Date. "Dividend Payment Date" shall mean the last calendar day of each March, June, September and December, commencing on December 31, 2019. "Dividend Period" shall mean the respective periods commencing on and including the first day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include December 31, 2019, and other than the Dividend Period during which any shares of Series L Preferred Stock shall be redeemed pursuant to Section 5 or Section 6 hereof, which shall end on and include the day preceding the redemption date with respect to the shares of Series L Preferred Stock being redeemed).

The term "Business Day" shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series L Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized or declared.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series L Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series L Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, on parity with or junior to the Series L Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series L Preferred Stock as to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up, and except for the acquisition of shares made pursuant to the provisions of Article VI of the Charter or Section 9 hereof), unless full cumulative dividends on the Series L Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series L Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series L Preferred Stock, all dividends declared upon the Series L Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series L Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series L Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series L Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior Dividend Periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series L Preferred Stock which may be in arrears.

(e) Holders of shares of Series L Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series L Preferred Stock as provided herein. Any dividend payment made on the Series L Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid dividends on the Series L Preferred Stock will accumulate as of the Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference.

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series L Preferred Stock, the holders of shares of Series L Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company and, subject to compliance with section 7(f)(i) of these Articles Supplementary, any class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, senior to the Series L Preferred Stock, a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series L Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to rights upon the Company's liquidation, dissolution or winding up, on parity with the Series L Preferred Stock in the distribution of assets, then the holders of the Series L Preferred Stock and each such other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up, on parity with the Series L Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 or more than 60 days prior to the payment date stated therein, to each record holder of shares of Series L Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series L Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

(b) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise, is permitted under the MGCL, amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of Series L Preferred Stock shall not be added to the Company's total liabilities.

Section 5. Redemption.

(a) Shares of Series L Preferred Stock shall not be redeemable prior to October 10, 2024 except as set forth in Section 6 hereof or to preserve the status of the Company as a REIT (as defined in Section 9(a) hereof) for United States federal income tax purposes. In addition, the Series L Preferred Stock shall be subject to the provisions of Section 9 hereof pursuant to which Series L Preferred Stock owned by a stockholder in excess of the Ownership Limit (as defined in Section 9(a) hereof) shall automatically be transferred to a Trust (as defined in Section 9(a) hereof) for the exclusive benefit of a Charitable Beneficiary (as defined in Section 9(a) hereof).

(b) On and after October 10, 2024, the Company, at its option, upon not fewer than 30 or more than 60 days' written notice, may redeem the Series L Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends (whether or not authorized or declared) thereon up to but not including the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the "Redemption Right"). If fewer than all of the outstanding shares of Series L Preferred Stock are to be redeemed, the shares of Series L Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If redemption is to be by lot and, as a result, any holder of shares of Series L Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof, because such holder's shares of Series L Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series L Preferred Stock of such holder such that no holder will hold an amount of Series L Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption. Holders of Series L Preferred Stock to be redeemed shall surrender such Series L Preferred Stock at the place, or in accordance with the book-entry procedures, designated in such notice and shall be entitled to the redemption price of $25.00 per share and any accrued and unpaid dividends payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series L Preferred Stock has been given (in the case of a redemption of the Series L Preferred Stock other than to preserve the status of the Company as a REIT), (ii) the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series L Preferred Stock so called for redemption, and (iii) irrevocable instructions have been given to pay the redemption price and all accrued and unpaid dividends, then from and after the redemption date, dividends shall cease to accrue on such shares of Series L Preferred Stock, such shares of Series L Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares shall terminate, except the right to receive the redemption price plus any accrued and unpaid dividends payable upon such redemption, without interest. So long as full cumulative dividends on the Series L Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series L Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series L Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(c) In the event of any redemption of the Series L Preferred Stock in order to preserve the status of the Company as a REIT for United States federal income tax purposes, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 of these Articles Supplementary. If the Company calls for redemption of any shares of Series L Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to but excluding the dated fixed for redemption.

(d) Unless full cumulative dividends on the Series L Preferred Stock for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, no shares of Series L Preferred Stock shall be redeemed pursuant to the Redemption Right or Special Optional Redemption Right (defined below) unless all outstanding shares of Series L Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series L Preferred Stock or any class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series L Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, junior to the Series L Preferred Stock); provided, however, that the foregoing shall not prevent the purchase of Series L Preferred Stock, or any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series L Preferred Stock, by the Company in accordance with the terms of Sections 5(c) and 9 of these Articles Supplementary or otherwise, in order to ensure that the Company remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series L Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series L Preferred Stock.

(e) Notice of redemption pursuant to the Redemption Right will be mailed by the Company, postage prepaid, not fewer than 30 or more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series L Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series L Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series L Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series L Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any,

representing shares of Series L Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series L Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series L Preferred Stock to be redeemed will cease to accumulate on such redemption date; and (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series L Preferred Stock. If fewer than all of the shares of Series L Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series L Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary in these Articles Supplementary, the Company shall not be required to provide notice to the holder of Series L Preferred Stock in the event such holder's Series L Preferred Stock is redeemed in accordance with Sections 5(c) and 9 of these Articles Supplementary to preserve the Company's status as a REIT.

(f) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series L Preferred Stock at the close of business of such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series L Preferred Stock that surrenders its shares on such redemption date will be entitled to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates up to but excluding the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series L Preferred Stock for which a notice of redemption has been given.

(g) All shares of the Series L Preferred Stock redeemed or repurchased pursuant to this Section 5, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

(h) The Series L Preferred Stock shall have no stated maturity and shall not be subject to any sinking fund or mandatory redemption; provided, however, that the Series L Preferred Stock owned by a stockholder in excess of the applicable ownership limit shall be subject to the provisions of this Section 5 and Section 9 of these Articles Supplementary.

Section 6. Special Optional Redemption by the Company.

(a) Upon the occurrence of a Change of Control (as defined below), the Company will have the option upon written notice mailed by the Company, postage pre-paid, no fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of shares of the Series L Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company, to redeem shares of the Series L Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, for cash at $25.00 per share plus accrued and unpaid dividends, if any, to, but not including, the redemption date ("Special Optional Redemption Right"). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series L Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series L Preferred Stock (whether pursuant to the Redemption Right or the Special Optional Redemption Right), the holders of shares of Series L Preferred Stock will not have the conversion right described below in Section 8 of these Articles Supplementary.

A "Change of Control" is when, after the original issuance of the Series L Preferred Stock, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of the total voting power of all stock of the Company entitled to vote generally in the election of the Company's directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the "NYSE"), the NYSE MKT LLC (the "NYSE MKT"), or the NASDAQ Stock Market ("NASDAQ"), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE MKT or NASDAQ.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series L Preferred Stock may be listed or admitted to trading, such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series L Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series L Preferred Stock are to be surrendered for payment of the redemption price; (v) procedures for surrendering noncertificated shares of Series L Preferred Stock for payment of the redemption price; (vi) that dividends on the shares of Series L Preferred Stock to be redeemed will cease to accumulate on the redemption date; (vii) that payment of the redemption price and any accumulated and unpaid dividends will be made upon presentation and surrender of such Series L Preferred Stock; (viii) that the shares of Series L Preferred Stock are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ix) that holders of the shares of Series L Preferred Stock to which the notice relates will not be able to tender such shares of Series L Preferred Stock for conversion in connection with the Change of Control and each share of Series L Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series L Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series L Preferred Stock held by such holder to be redeemed.

If fewer than all of the outstanding shares of Series L Preferred Stock are to be redeemed, the shares of Series L Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) or by lot as determined by the Company. If such redemption pursuant to the Special Optional Redemption Right is to be by lot and, as a result, any holder of shares of Series L Preferred Stock would have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof, because such holder's shares of Series L Preferred Stock were not redeemed, or were only redeemed in part then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series L Preferred Stock of such holder such that no holder will hold an amount of Series L Preferred Stock in excess of the applicable ownership limit, subsequent to such redemption.

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set aside sufficient funds for the redemption in trust for the benefit of the holders of the Series L Preferred Stock called for redemption, then from and after the redemption date, those shares of Series L Preferred Stock will be treated as no longer being outstanding, no further dividends will accrue and all other rights of the holders of those shares of Series L Preferred Stock will terminate. The holders of those shares of Series L Preferred Stock will retain their right to receive the redemption price for their shares and any accrued and unpaid dividends to, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series L Preferred Stock, and any other class or series of capital stock of the Company ranking, as to dividends, on parity with the Series L Preferred Stock, for all past Dividend Periods shall have been or contemporaneously are (i) declared and paid in cash, or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series L Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series L Preferred Stock in open-market transactions duly authorized by the Board of Directors.

(d) The holders of Series L Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payable with respect to the Series L Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series L Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series L Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

(e) All shares of the Series L Preferred Stock redeemed or repurchased pursuant to this Section 6, or otherwise acquired in any other manner by the Company, shall be retired and shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series or class.

Section 7. Voting Rights.

(a) Holders of the Series L Preferred Stock shall not have any voting rights, except as set forth in this Section 7.

(b) Whenever dividends on any shares of Series L Preferred Stock shall be in arrears for six or more consecutive or non-consecutive quarterly periods (a "Preferred Dividend Default"), the holders of such Series L Preferred Stock (voting separately as a class together with holders of all other classes or series of preferred stock of the

Company ranking on parity with the Series L Preferred Stock with respect to payment of dividends and the distribution of assets upon the Company's liquidation, dissolution or winding up and upon which like voting rights have been conferred and are exercisable ("Parity Preferred"), including the Series C Cumulative Redeemable Perpetual Preferred Stock, par value $0.01 per share, the Series G Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series I Cumulative Redeemable Preferred Stock, par value $0.01 per share, the Series J Cumulative Redeemable Preferred Stock, par value $0.01 per share, and the Series K Cumulative Redeemable Preferred Stock, par value $0.01 per share, of the Company) shall be entitled to vote for the election of a total of two additional directors of the Company (the "Preferred Directors") until all dividends accumulated on such Series L Preferred Stock and Parity Preferred for the past Dividend Periods shall have been fully paid. In such case, the entire Board of Directors will be increased by two directors.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until his or her successor is duly elected and qualifies or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 7(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series L Preferred Stock and each such class or series of outstanding Parity Preferred have been paid in full. A dividend in respect of Series L Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior quarterly Dividend Periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series L Preferred Stock and Parity Preferred, a special meeting of the holders of Series L Preferred Stock and each class or series of Parity Preferred by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten or more than 45 days after the date such notice is given. The record date for determining holders of the Series L Preferred Stock and Parity Preferred entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series L Preferred Stock and Parity Preferred, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series L Preferred Stock and Parity Preferred are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series L Preferred Stock and Parity Preferred voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series L Preferred Stock and the Parity Preferred shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series L Preferred Stock and Parity Preferred voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series L Preferred Stock and the Parity Preferred that would have been entitled to vote at such special meeting.

(e) If and when all accumulated dividends on such Series L Preferred Stock and all classes or series of Parity Preferred for the past Dividend Periods shall have been fully paid, the right of the holders of Series L Preferred Stock and the Parity Preferred to elect such additional two directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series L Preferred Stock and the Parity Preferred entitled to vote thereon when they have the voting rights set forth in Section 7(b) hereof (voting as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series L Preferred Stock when they have the voting rights described above (voting as a single class with all other classes or series of Parity Preferred). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series L Preferred Stock remain outstanding, the affirmative vote or consent of the holders of two-thirds of the shares of Series L Preferred Stock and each other class or series of Parity Preferred outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting together as a single class)

will be required to: (i) authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series L Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the Company (collectively, "Senior Capital Stock") or reclassify any authorized shares of capital stock of the Company into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Senior Capital Stock; or (ii) amend, alter or repeal the provisions of the Charter, including the terms of the Series L Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an "Event"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series L Preferred Stock; provided however, with respect to the occurrence of any of the Events set forth in (ii) above, so long as the Series L Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event set forth in (ii) above, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series L Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth in (ii) above. In addition, if the holders of the Series L Preferred Stock receive the greater of the full trading price of the Series L Preferred Stock on the date of an Event set forth in (ii) above or the $25.00 liquidation preference per share of the Series L Preferred Stock pursuant to the occurrence of any of the Events set forth in (ii) above, then such holders shall not have any voting rights with respect to the Events set forth in (ii) above. If any Event set forth in (ii) above would materially and adversely affect the rights, preferences, privileges or voting powers of the Series L Preferred Stock disproportionately relative to other classes or series of Parity Preferred, the affirmative vote of the holders of at least two-thirds of the outstanding shares of the Series L Preferred Stock, voting separately as a class, will also be required. Holders of shares of Series L Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any increase in the number of authorized shares of Series L Preferred Stock or the creation or issuance of any other class or series of capital stock, or (C) any increase in the number of authorized shares of any other class or series of capital stock, in each case referred to in clause (A), (B) or (C) above ranking on parity with or junior to the Series L Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series L Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series L Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series L Preferred Stock.

(g) The foregoing voting provisions of this Section 7 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series L Preferred Stock shall have been redeemed or called for redemption upon proper notice pursuant to these Articles Supplementary, and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series L Preferred Stock may vote (as expressly provided herein), each share of Series L Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 8. Conversion. The shares of Series L Preferred Stock are not convertible into or exchangeable for any other property or securities of the Company, except as provided in this Section 8.

(a) Upon the occurrence of a Change of Control, each holder of shares of Series L Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem the Series L Preferred Stock pursuant to the Redemption Right or Special Optional Redemption Right, to convert some or all of the Series L Preferred Stock held by such holder (the "Change of Control Conversion Right") on the Change of Control Conversion Date into a number of shares of Common Stock per share of Series L Preferred Stock to be converted (the "Common Stock Conversion Consideration") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the $25.00 liquidation preference per share of Series L Preferred Stock to be converted plus (y) the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued and unpaid dividends will be included in such sum) by (ii) the Common Stock Price (as defined herein) and (B) 0.38518 (the "Share Cap"), subject to the immediately succeeding paragraph.

The Share Cap is subject to pro rata adjustments for any share splits (including those effected pursuant to a distribution of the Common Stock), subdivisions or combinations (in each case, a "Share Split") with respect to the Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Share Cap in effect immediately prior to such Share Split by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right shall not exceed 4,622,160 shares of Common Stock (or equivalent Alternative Conversion Consideration, as applicable), subject to increase to the extent the underwriters' option to purchase additional shares of Series L Preferred Stock in the initial public offering of Series L Preferred Stock is exercised, not to exceed 5,315,484 shares of Common Stock in total (or equivalent Alternative Conversion Consideration, as applicable) (the "Exchange Cap"). The Exchange Cap is subject to pro rata adjustments for any Share Splits on the same basis as the corresponding adjustment to the Share Cap.

In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the "Alternative Form Consideration"), a holder of shares of Series L Preferred Stock shall receive upon conversion of such shares of Series L Preferred Stock the kind and amount of Alternative Form Consideration which such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the "Alternative Conversion Consideration"; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the "Conversion Consideration").

In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the Conversion Consideration will be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and will be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

The "Change of Control Conversion Date" shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 8(c) below that is no less than 20 days nor more than 35 days after the date on which the Company provides such notice pursuant to Section 8(c).

The "Common Stock Price" shall be (i) if the consideration to be received in the Change of Control by the holders of Common Stock is solely cash, the amount of cash consideration per share of Common Stock or (ii) if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the Common Stock is then traded, or (y) the average of the last quoted bid prices for the Common Stock in the over-the-counter market as reported by OTC Markets Group Inc. or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the Common Stock is not then listed for trading on a U.S. securities exchange.

(b) No fractional shares of Common Stock shall be issued upon the conversion of Series L Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(c) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control, describing the resulting Change of Control Conversion Right, shall be delivered to the holders of record of the shares of Series L Preferred Stock at their addresses as they appear on the Company's share transfer records and notice shall be provided to the Company's transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any share of Series L Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series L Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the Series L Preferred Stock, the holder will not be able to convert shares of Series L Preferred Stock designated for redemption and such shares of Series L Preferred Stock shall be redeemed on the related redemption date, even if they have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series L Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series L Preferred Stock must follow to exercise the Change of Control Conversion Right.

(d) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides notice pursuant to Section 8(c) above to the holders of Series L Preferred Stock.

(e) In order to exercise the Change of Control Conversion Right, a holder of shares of Series L Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) representing the shares of Series L Preferred Stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to the Company's transfer agent. Such notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series L Preferred Stock to be converted; and (iii) that the shares of Series L Preferred Stock are to be converted pursuant to the applicable provisions of these Articles Supplementary. Notwithstanding the foregoing, if the shares of Series L Preferred Stock are held in global form, such notice shall comply with applicable procedures of The Depository Trust Company ("DTC").

(f) Holders of Series L Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series L Preferred Stock; (ii) if certificated shares of Series L Preferred Stock have been issued, the certificate numbers of the shares of withdrawn Series L Preferred Stock; and (iii) the number of shares of Series L Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series L Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(g) Shares of Series L Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem such shares of Series L Preferred Stock, whether pursuant to its Redemption Right or Special Optional Redemption Right. If the Company elects to redeem shares of Series L Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series L Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus any accrued and unpaid dividends thereon to, but not including, the redemption date.

(h) The Company shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(i) Notwithstanding anything to the contrary contained herein, no holder of shares of Series L Preferred Stock will be entitled to convert such shares of Series L Preferred Stock into shares of Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to have actual ownership, Beneficial Ownership or Constructive Ownership (each as defined in Section 9(a) hereof) in excess of the Ownership Limit (as defined in Section 9(a) hereof), the Aggregate Stock Ownership Limit (as defined in Section 9(a) hereof), or such other limit as permitted by the Board of Directors or a committee thereof pursuant to Section 9(i) hereof.

Section 9. Restrictions on Ownership and Transfer to Preserve Tax Benefit.

(a) Definitions. For the purposes of Section 5 and this Section 9 of these Articles Supplementary, the following terms shall have the following meanings:

"Aggregate Stock Ownership Limit" has the meaning set forth in Article VI of the Charter.

"Beneficial Ownership" shall mean ownership of Series L Preferred Stock by a Person who is or would be treated as an owner of such Series L Preferred Stock either actually or constructively through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings.

"Capital Stock" has the meaning set forth in Article VI of the Charter.

"Charitable Beneficiary" shall mean one or more beneficiaries of a Trust, as determined pursuant to Section 9(c)(vi) of these Articles Supplementary, each of which shall be an organization described in Sections 170(b)(1)(A), 170(c)(2) and 501(c)(3) of the Code.

"Code" shall mean the Internal Revenue Code of 1986, as amended. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

"Constructive Ownership" shall mean ownership of Series L Preferred Stock by a Person who is or would be treated as an owner of such Series L Preferred Stock either actually or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings.

"Individual" means an individual, a trust qualified under Section 401(a) or 501(c)(17) of the Code, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, or a private foundation within the meaning of Section 509(a) of the Code, provided that a trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code shall be excluded from this definition.

"IRS" means the United States Internal Revenue Service.

"Market Price" shall mean the last reported sales price reported on the NYSE of the Series L Preferred Stock on the Trading Day immediately preceding the relevant date, or if the Series L Preferred Stock is not then traded on the NYSE, the last reported sales price of the Series L Preferred Stock on the Trading Day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series L Preferred Stock may be traded, or if the Series L Preferred Stock is not then traded over any exchange or quotation system, the market price of the Series L Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Company.

"Ownership Limit" shall mean 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of Series L Preferred Stock of the Company. The number and value of shares of outstanding Series L Preferred Stock of the Company shall be determined by the Board of Directors in good faith, which determination shall be conclusive for all purposes hereof.

"Person" shall mean an Individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Section 401(a) or 501(c)(17) of the Code), association, joint stock company or other entity; but does not include an underwriter acting in a capacity as such in a public offering of shares of Series L Preferred Stock provided that the ownership of such shares of Series L Preferred Stock by such underwriter would not result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise result in the Company failing to qualify as a REIT.

"Purported Beneficial Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the Purported Record Transferee, unless the Purported Record Transferee would have acquired or owned shares of Series L Preferred Stock for another Person who is the beneficial transferee or beneficial owner of such shares, in which case the Purported Beneficial Transferee shall be such Person.

"Purported Record Transferee" shall mean, with respect to any purported Transfer (or other event) which results in a transfer to a Trust, as provided in Section 9(b)(ii) of these Articles Supplementary, the record holder of the Series L Preferred Stock if such Transfer had been valid under Section 9(b)(i) of these Articles Supplementary.

"REIT" shall mean a real estate investment trust under Sections 856 through 860 of the Code.

"Restriction Termination Date" shall mean the first day after the date hereof on which the Board of Directors of the Company determines that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT.

"Trading Day" means a day during which trading in securities generally occurs on the NYSE or, if the Common Stock is not quoted on the NYSE, then a day during which trading in securities generally occurs on the principal U.S. securities exchange on which the Common Stock is listed or, if the Common Stock is not listed on a U.S. national or regional securities exchange, then on the principal other market on which the Common Stock is then traded or quoted.

"Transfer" shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series L Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series L Preferred Stock, including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series L Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities (or rights convertible into or exchangeable for Series L Preferred Stock), whether voluntary or involuntary, whether such transfer has occurred of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Series L Preferred Stock), and whether such transfer has occurred by operation of law or otherwise.

"Trust" shall mean each of the trusts provided for in Section 9(c) of these Articles Supplementary.

"Trustee" shall mean any Person unaffiliated with the Company, or a Purported Beneficial Transferee, or a Purported Record Transferee, that is appointed by the Company to serve as trustee of a Trust.

(b) Restriction on Ownership and Transfers.

(i) Prior to the Restriction Termination Date, but subject to Section 9(l):

(A) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Beneficially Own shares of Series L Preferred Stock in excess of the Ownership Limit and (2) no Person shall Beneficially Own shares of Series L Preferred Stock that, taking into account any other Capital Stock Beneficially Owned by such Person, would result in such Person Beneficially Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(B) except as provided in Section 9(i) of these Articles Supplementary, (1) no Person shall Constructively Own shares of Series L Preferred Stock in excess of the Ownership Limit and (2) no Person shall Constructively Own shares of Series L Preferred Stock that, taking into account any other Capital Stock Constructively Owned by such Person, would result in such Person Constructively Owning Capital Stock in excess of the Aggregate Stock Ownership Limit;

(C) no Person shall Beneficially Own or Constructively Own Series L Preferred Stock which, taking into account any other Capital Stock of the Company Beneficially or Constructively Owned by such Person, would result in the Company being "closely held" within the meaning of Section 856(h) of the Code, or otherwise failing to qualify as a REIT (including but not limited to Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company (either directly or indirectly through one or more subsidiaries) from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(ii) If, prior to the Restriction Termination Date, any Transfer or other event occurs that, if effective, would result in any Person Beneficially or Constructively Owning Series L Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, (A) then that number of shares of Series L Preferred Stock that otherwise would cause such Person to violate Section 9(b)(i) of these Articles Supplementary (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 9(c), effective as of the close of business on the Business Day prior to the date of such Transfer or other event, and such Purported Beneficial Transferee shall thereafter have no rights in such shares or (B) if, for any reason, the transfer to the Trust described in clause (A) of this sentence is not automatically effective as provided therein to prevent any Person from Beneficially or Constructively Owning Series L Preferred Stock in violation of Section 9(b)(i) of these Articles Supplementary, then the Transfer of that number of shares of Series L Preferred Stock that otherwise would cause any Person to violate Section 9(b)(i) shall be void *ab initio*, and the Purported Beneficial Transferee shall have no rights in such shares.

(iii) Subject to Section 9(l) and prior to the Restriction Termination Date, any Transfer of Series L Preferred Stock that, if effective, would result in the capital stock of the Company being beneficially owned by fewer than 100 Persons (determined without reference to any rules of attribution) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Series L Preferred Stock.

(c) Transfers of Series L Preferred Stock in Trust.

(i) Upon any purported Transfer or other event described in Section 9(b)(ii) of these Articles Supplementary, such Series L Preferred Stock shall be deemed to have been transferred to the Trustee in his capacity as

trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in a transfer to the Trust pursuant to Section 9(b)(ii). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company, any Purported Beneficial Transferee or any Purported Record Transferee. Each Charitable Beneficiary shall be designated by the Company as provided in Section 9(c)(vi) of these Articles Supplementary.

(ii) Series L Preferred Stock held by the Trustee shall be issued and outstanding Series L Preferred Stock of the Company. The Purported Beneficial Transferee or Purported Record Transferee shall have no rights in the shares of the Series L Preferred Stock held by the Trustee. The Purported Beneficial Transferee or Purported Record Transferee shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares of Series L Preferred Stock held in the Trust.

(iii) The Trustee shall have all voting rights and rights to dividends with respect to Series L Preferred Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or distribution paid to or on behalf of the Purported Record Transferee or Purported Beneficial Transferee prior to the discovery by the Company that shares of Series L Preferred Stock have been transferred to the Trustee shall be paid to the Trustee upon demand, and any dividend or distribution declared but unpaid shall be paid when due to the Trustee with respect to such Series L Preferred Stock. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Purported Record Transferee and Purported Beneficial Transferee shall have no voting rights with respect to the Series L Preferred Stock held in the Trust and, subject to Maryland law, effective as of the date the Series L Preferred Stock has been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Purported Record Transferee with respect to such Series L Preferred Stock prior to the discovery by the Company that the Series L Preferred Stock has been transferred to the Trustee and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding any other provision of these Articles Supplementary to the contrary, until the Company has received notification that the Series L Preferred Stock has been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Within 20 days of receiving notice from the Company that shares of Series L Preferred Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares of Series L Preferred Stock held in the Trust to a Person, designated by the Trustee, whose ownership of the shares of Series L Preferred Stock will not violate the ownership limitations set forth in Section 9(b)(i). Upon such sale, the interest of the Charitable Beneficiary in the shares of Series L Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and to the Charitable Beneficiary as provided in this Section 9(c)(iv). The Purported Record Transferee shall receive the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series L Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series L Preferred Stock at Market Price, the Market Price of such shares of Series L Preferred Stock on the day of the event which resulted in the transfer of such shares of Series L Preferred Stock to the Trust) and (B) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares of Series L Preferred Stock held in the Trust. The Trustee may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). Any net sales proceeds in excess of the amount payable to the Purported Record Transferee shall be immediately paid to the Charitable Beneficiary together with any dividends or other distributions thereon. If, prior to the discovery by the Company that shares of such Series L Preferred Stock have been transferred to the Trustee, such shares of Series L Preferred Stock are sold by a Purported Record Transferee then (1) such shares of Series L Preferred Stock shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Purported Record Transferee received an amount for such shares of Series L Preferred Stock that exceeds the amount that such Purported Record Transferee was entitled to receive pursuant to this Section 9(c)(iv), such excess shall be paid to the Trustee upon demand.

(v) Series L Preferred Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (A) the price paid by the Purported Record Transferee for the shares of Series L Preferred Stock in the transaction that resulted in such transfer to the Trust (or, if the event which resulted in the transfer to the Trust did not involve a purchase of such shares of Series L Preferred Stock at Market Price, the Market Price of such shares of Series L Preferred Stock on the day of the event which resulted in the transfer of such shares of Series L Preferred Stock to the Trust) and (B) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Purported Record Transferee by the amount of dividends and distributions which have been paid to the Purported Record Transferee and are owed by the

Purported Record Transferee to the Trustee pursuant to Section 9(c)(iii). The Company shall have the right to accept such offer until the Trustee has sold the shares of Series L Preferred Stock held in the Trust pursuant to Section 9(c)(iv). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares of Series L Preferred Stock sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Purported Record Transferee and any dividends or other distributions held by the Trustee with respect to such Series L Preferred Stock shall thereupon be paid to the Charitable Beneficiary.

(vi) By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Series L Preferred Stock held in the Trust would not violate the restrictions set forth in Section 9(b)(i) in the hands of such Charitable Beneficiary.

(d) Remedies For Breach. If the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall at any time determine in good faith that a Transfer or other event has taken place in violation of Section 9(b) of these Articles Supplementary or that a Person intends to acquire, has attempted to acquire or may acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series L Preferred Stock of the Company in violation of Section 9(b) of these Articles Supplementary, the Board of Directors or a committee thereof or other designees if permitted by the MGCL shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, causing the Company to redeem shares of Series L Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of Section 9(b)(i) of these Articles Supplementary, shall automatically result in the transfer to a Trust as described in Section 9(b)(ii) and any Transfer in violation of Section 9(b)(iii) shall automatically be void *ab initio* irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer. Any Person who acquires or attempts to acquire shares of Series L Preferred Stock in violation of Section 9(b) of these Articles Supplementary, or any Person who is a Purported Beneficial Transferee such that an automatic transfer to a Trust results under Section 9(b)(ii) of these Articles Supplementary, shall immediately give written notice to the Company of such event and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Company's status as a REIT.

(f) Owners Required To Provide Information. Prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series L Preferred Stock and each Person (including the stockholder of record) who is holding Series L Preferred Stock for a beneficial owner or Beneficial Owner or Constructive Owner shall provide to the Company such information that the Company may request, in good faith, in order to determine the Company's status as a REIT.

(g) Remedies Not Limited. Nothing contained in these Articles Supplementary (but subject to Section 9(l) of these Articles Supplementary) shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders by preservation of the Company's status as a REIT.

(h) Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 9 of these Articles Supplementary, including any definition contained in Section 9(a), the Board of Directors shall have the power to determine the application of the provisions of this Section 9 with respect to any situation based on the facts known to it (subject, however, to the provisions of Section 9(l) of these Articles Supplementary). In the event Section 9 requires an action by the Board of Directors and these Articles Supplementary fail to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 9. Absent a decision to the contrary by the Board of Directors (which the Board of Directors may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(b)) acquired Beneficial or Constructive Ownership of Series L Preferred Stock in violation of Section 9(b)(i), such remedies (as applicable) shall apply first to the shares of Series L Preferred Stock which, but for such remedies, would have been actually owned by such Person, and second to shares of Series L Preferred Stock, which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series L Preferred Stock based upon the relative number of the shares of Series L Preferred Stock held by each such Person.

(i) Exceptions.

(i) Subject to Section 9(b)(i)(C), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Beneficially Owning shares of Series L Preferred Stock in violation of Section 9(b)(i)(A) if the Board of Directors determines that such exemption will not cause

any Individual's Beneficial Ownership of shares of Capital Stock to violate the Aggregate Stock Ownership Limit and that such exemption will not cause the Company to fail to qualify as a REIT under the Code.

(ii) Subject to Section 9(b)(i)(C), the Board of Directors in its sole discretion, may exempt (prospectively or retroactively) a Person from the limitation on a Person Constructively Owning shares of Series L Preferred Stock in violation of Section 9(b)(i)(B), if the Board of Directors determines that such ownership would not cause the Company to fail to qualify as a REIT under the Code.

(iii) Subject to Section 9(b)(i)(C) and the remainder of this Section 9(i)(iii), the Board of Directors may from time to time increase or decrease the Ownership Limit; provided, however, that the decreased Ownership Limit will not be effective for any Person whose percentage ownership of Series L Preferred Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of Series L Preferred Stock equals or falls below the decreased Ownership Limit, but any further acquisition of Series L Preferred Stock in excess of such percentage ownership of Series L Preferred Stock will be in violation of the Ownership Limit, and, provided further, that the new Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49% in value of the outstanding capital stock of the Company.

(iv) In granting a Person an exemption under Section 9(i)(i) or (ii) above, the Board of Directors may require such Person to make certain representations or undertakings or to agree that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 9(b) of these Articles Supplementary) will result in such Series L Preferred Stock being transferred to a Trust in accordance with Section 9(b)(ii) of these Articles Supplementary. In granting any exception pursuant to Section 9(i)(i) or (ii) of these Articles Supplementary, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT.

(j) Legends. Each certificate for Series L Preferred Stock shall bear substantially the following legends in addition to any legends required to comply with federal and state securities laws:

**Classes of Stock**

"THE COMPANY IS AUTHORIZED TO ISSUE CAPITAL STOCK OF MORE THAN ONE CLASS, CONSISTING OF COMMON STOCK AND ONE OR MORE CLASSES OF PREFERRED STOCK. THE BOARD OF DIRECTORS IS AUTHORIZED TO DETERMINE THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF ANY CLASS OF THE PREFERRED STOCK BEFORE THE ISSUANCE OF SHARES OF SUCH CLASS OF PREFERRED STOCK. THE COMPANY WILL FURNISH, WITHOUT CHARGE, TO ANY STOCKHOLDER MAKING A WRITTEN REQUEST THEREFOR, A COPY OF THE COMPANY'S CHARTER AND A WRITTEN STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES, CONVERSION OR OTHER RIGHTS, VOTING POWERS, RESTRICTIONS, LIMITATIONS AS TO DIVIDENDS AND OTHER DISTRIBUTIONS, QUALIFICATIONS AND TERMS AND CONDITIONS OF REDEMPTION OF THE STOCK OF EACH CLASS WHICH THE COMPANY HAS THE AUTHORITY TO ISSUE AND, IF THE COMPANY IS AUTHORIZED TO ISSUE ANY PREFERRED OR SPECIAL CLASS IN SERIES, (i) THE DIFFERENCES IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES TO THE EXTENT SET, AND (ii) THE AUTHORITY OF THE BOARD OF DIRECTORS TO SET SUCH RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES. REQUESTS FOR SUCH WRITTEN STATEMENT MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

**Restriction on Ownership and Transfer**

"THE SHARES OF THE COMPANY'S 5.200% SERIES L CUMULATIVE REDEEMABLE PREFERRED STOCK ("SERIES L PREFERRED STOCK") REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON BENEFICIAL AND CONSTRUCTIVE OWNERSHIP AND TRANSFER FOR THE PURPOSE OF THE COMPANY'S MAINTENANCE OF ITS STATUS AS A REAL ESTATE INVESTMENT TRUST UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). SUBJECT TO CERTAIN FURTHER RESTRICTIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES L PREFERRED STOCK, (i) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES L PREFERRED STOCK IN EXCESS OF 9.8% (BY VALUE OR BY NUMBER OF SHARES, WHICHEVER IS MORE RESTRICTIVE) OF THE OUTSTANDING SERIES L PREFERRED STOCK OF THE COMPANY; (ii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES L PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE

COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN SUCH PERSON BENEFICIALLY OR CONSTRUCTIVELY OWNING CAPITAL STOCK WITH A VALUE IN EXCESS OF 9.8% OF THE VALUE OF THE COMPANY'S OUTSTANDING CAPITAL STOCK; (iii) NO PERSON MAY BENEFICIALLY OR CONSTRUCTIVELY OWN SHARES OF SERIES L PREFERRED STOCK THAT, TAKING INTO ACCOUNT ANY OTHER CAPITAL STOCK OF THE COMPANY BENEFICIALLY OR CONSTRUCTIVELY OWNED BY SUCH PERSON, WOULD RESULT IN THE COMPANY BEING "CLOSELY HELD" UNDER SECTION 856(h) OF THE CODE OR OTHERWISE CAUSE THE COMPANY TO FAIL TO QUALIFY AS A REIT; AND (iv) ANY TRANSFER OF SHARES OF SERIES L PREFERRED STOCK THAT, IF EFFECTIVE, WOULD RESULT IN THE CAPITAL STOCK OF THE COMPANY BEING BENEFICIALLY OWNED BY FEWER THAN 100 PERSONS WILL BE VOID *AB INITIO* AND THE INTENDED TRANSFEREE WILL ACQUIRE NO RIGHTS IN SUCH SHARES OF SERIES L PREFERRED STOCK. ANY PERSON WHO BENEFICIALLY OR CONSTRUCTIVELY OWNS OR ATTEMPTS TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES L PREFERRED STOCK WHICH CAUSES OR WILL CAUSE A PERSON TO BENEFICIALLY OR CONSTRUCTIVELY OWN SERIES L PREFERRED STOCK IN EXCESS OF THE ABOVE LIMITATIONS MUST IMMEDIATELY NOTIFY THE COMPANY. IF ANY OF THE RESTRICTIONS ON TRANSFER OR OWNERSHIP IN (i) THROUGH (iii) ABOVE ARE VIOLATED, THE SERIES L PREFERRED STOCK REPRESENTED HEREBY IN EXCESS OF SUCH RESTRICTIONS WILL BE AUTOMATICALLY TRANSFERRED TO THE TRUSTEE OF A TRUST FOR THE BENEFIT OF ONE OR MORE CHARITABLE BENEFICIARIES. IN ADDITION, THE COMPANY MAY REDEEM SHARES UPON THE TERMS AND CONDITIONS SPECIFIED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION IF THE BOARD OF DIRECTORS DETERMINES THAT OWNERSHIP OR A TRANSFER OR OTHER EVENT MAY VIOLATE THE RESTRICTIONS DESCRIBED ABOVE. FURTHERMORE, UPON THE OCCURRENCE OF CERTAIN EVENTS, ATTEMPTED TRANSFERS IN VIOLATION OF THE RESTRICTIONS DESCRIBED ABOVE MAY BE VOID *AB INITIO*. ALL TERMS IN THIS LEGEND WHICH ARE DEFINED IN THE ARTICLES SUPPLEMENTARY FOR THE SERIES L PREFERRED STOCK SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SUCH ARTICLES SUPPLEMENTARY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH, INCLUDING THE RESTRICTIONS ON TRANSFER AND OWNERSHIP, WILL BE FURNISHED TO EACH HOLDER OF SERIES L PREFERRED STOCK ON REQUEST AND WITHOUT CHARGE. REQUESTS FOR SUCH A COPY MAY BE DIRECTED TO THE SECRETARY OF THE COMPANY AT ITS PRINCIPAL OFFICE."

(k) Severability. If any provision of this Section 9 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(l) NYSE. Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE. The shares of Series L Preferred Stock that are the subject of such transaction shall continue to be subject to the provisions of this Section 9 after such settlement.

(m) Applicability of Section 9. The provisions set forth in this Section 9 shall apply to the Series L Preferred Stock notwithstanding any contrary provisions of the Series L Preferred Stock provided for elsewhere in these Articles Supplementary.

Section 10. No Conversion Rights. The shares of Series L Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Company or any other entity, except as otherwise provided herein.

Section 11. Record Holders. The Company and its transfer agent may deem and treat the record holder of any Series L Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

Section 12. No Maturity or Sinking Fund. The Series L Preferred Stock has no maturity date, and no sinking fund has been established for the retirement or redemption of Series L Preferred Stock; provided, however, that the Series L Preferred Stock owned by a stockholder in excess of the Ownership Limit or Aggregate Stock Ownership Limit shall be subject to the provisions of Section 5 and Section 9 of these Articles Supplementary.

Section 13. Exclusion of Other Rights. The Series L Preferred Stock shall not have any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than expressly set forth in the Charter and these Articles Supplementary.

Section 14. Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 15. Severability of Provisions. If any preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series L Preferred Stock set forth in the Charter and these Articles Supplementary are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series L Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series L Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

Section 16. No Preemptive Rights. No holder of Series L Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

FOURTH: The Series L Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FIFTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH: These Articles Supplementary shall be effective at the time the Department accepts these Articles Supplementary for record.

SEVENTH: The undersigned Chief Executive Officer acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed in its name and on its behalf by its Chief Executive Officer as of the date first written above.

DIGITAL REALTY TRUST, INC.

By: /s/ Joshua A. Mills
Name: Joshua A. Mills
Title: Executive Vice President, General Counsel and Secretary

ATTEST:

DIGITAL REALTY TRUST, INC.

By: /s/ Jeannie Lee
Name: Jeannie Lee
Title: Senior Vice President, Deputy General Counsel and Assistant Secretary

**DESCRIPTION OF REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**

The following description of the common stock of Digital Realty Trust, Inc.'s ("DLR") sets forth certain general terms and provisions of the common stock. The description of DLR's common stock set forth below does not purport to be complete and is subject to and qualified in its entirety by reference to the applicable provisions of DLR's charter and bylaws.

As of February 25, 2020, the total number of shares of stock of all classes which DLR has authority to issue is 425,000,000 shares, consisting of 315,000,000 shares of common stock, $0.01 par value per share, and 110,000,000 shares of preferred stock, $0.01 par value per share.

*General.* All outstanding shares of the common stock are duly authorized, fully paid and nonassessable. Subject to the preferential rights of any other class or series of stock and to the provisions of the company's charter regarding the restrictions on transfer of stock, holders of shares of the common stock are entitled to receive dividends on such stock if, as and when authorized by the company's board of directors out of assets legally available therefor and declared by the company and to share ratably in the assets of the company legally available for distribution to the company's stockholders in the event of the company's liquidation, dissolution or winding up after payment or establishment of reserves for all known debts and liabilities of the company.

Subject to the provisions of the company's charter regarding the restrictions on transfer of stock and except as may be otherwise specified therein with respect to any class or series of common stock, each outstanding share of the common stock entitles the holder to one vote on all matters submitted to a vote of stockholders, including the election of directors and, except as provided with respect to any other class or series of stock, the holders of such shares will possess the exclusive voting power. There is no cumulative voting in the election of the company's board of directors, which means that the holders of a majority of the outstanding shares of the common stock can elect all of the directors then standing for election and the holders of the remaining shares will not be able to elect any directors. Directors are elected by a majority of all the votes cast at a meeting of stockholders duly called and at which a quorum is present if the election is uncontested. Directors are elected by a plurality of the votes cast at a meeting of stockholders duly called and at which a quorum is present if the election is contested.

Holders of shares of the common stock have no preference, conversion, exchange, sinking fund or redemption rights, have no preemptive rights to subscribe for any securities of the company and generally have no appraisal rights unless the company's board of directors determines that appraisal rights apply, with respect to all or any classes or series of stock, to one or more transactions occurring after the date of such determination in connection with which stockholders would otherwise be entitled to exercise appraisal rights. Subject to the provisions of the company's charter regarding the restrictions on transfer of stock, shares of the common stock will have equal dividend, liquidation and other rights.

Under the Maryland General Corporation Law, or MGCL, a Maryland corporation generally cannot dissolve, amend its charter, merge, convert, sell all or substantially all of its assets, engage in a share exchange or engage in similar transactions outside the ordinary course of business unless the action is approved by the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter unless a lesser percentage (but not less than a majority of all of the votes entitled to be cast on the matter) is set forth in the corporation's charter. Except for certain charter amendments relating to the removal of directors and the vote required for certain amendments, the company's charter provides that these actions may be taken if declared advisable by a majority of the company's board of directors and approved by the vote of stockholders entitled to cast a majority of the votes entitled to be cast on the matter. However, Maryland law permits a corporation to transfer all or substantially all of its assets without the approval of the stockholders of the corporation to one or more persons if all of the equity interests of the person or persons are owned, directly or indirectly, by the corporation. In addition, operating assets may be held by a corporation's subsidiaries, as in the company's situation, and these subsidiaries may be able to transfer all or substantially all of such assets without a vote of the parent corporation's stockholders.

The company's charter authorizes its board of directors to reclassify any unissued shares of the common stock into other classes or series of stock and to establish the number of shares in each class or series and to set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption for each such class or series.

***Power to Increase Authorized Stock and Issue Additional Shares of the Common Stock***

The company's board of directors has the power to amend the company's charter from time to time without stockholder approval to increase or decrease the number of authorized shares of common stock, to issue additional authorized but unissued shares of the common stock and to classify or reclassify unissued shares of the common stock into other classes or series of stock and thereafter to cause the company to issue such classified or reclassified shares of stock. The company believes these powers provide it with increased flexibility in structuring possible future financings and acquisitions and in meeting other needs which might arise. Subject to the limited rights of holders of the company's series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock, series K preferred stock and series L preferred stock and each other parity class or series of preferred stock, voting together as a single class, to approve certain issuances of senior classes or series of stock, the additional classes or series, as well as the common stock, will be available for issuance without further action by the company's stockholders, unless stockholder consent is required by applicable law or the rules of any stock exchange or automated quotation system on which the company's securities may be listed or traded. Although the company's board of directors does not intend to do so, it could authorize us to issue a class or series that could, depending upon the terms of the particular class or series, delay, defer or prevent a transaction or a change of control of the company that might involve a premium price for the company's stockholders or otherwise be in their best interest.

***Restrictions on Ownership and Transfer***

To assist us in complying with certain U.S. federal income tax requirements applicable to REITs, the company has adopted certain restrictions relating to the ownership and transfer of the common stock.

***Transfer Agent and Registrar***

The transfer agent and registrar for the common stock is American Stock Transfer & Trust Company, LLC.

## DESCRIPTION OF PREFERRED STOCK

The description of preferred stock set forth below does not purport to be complete and is qualified in its entirety by reference to the articles supplementary relating to the applicable class or series.

***General***

The company's charter provides that it may issue up to 110 million shares of preferred stock, $0.01 par value per share, or preferred stock. The company's charter authorizes its board of directors to amend its charter from time to time without stockholder approval to increase or decrease the number of authorized shares of preferred stock. As of February 25, 2020, 8,050,000 shares of the company's series C preferred stock, 10,000,000 shares of the company's series G preferred stock, 10,000,000 shares of the company's series I preferred stock, 8,000,000 shares of the company's series J preferred stock, 8,400,000 shares of the series K preferred stock and 13,800,000 shares of the series L preferred stock were issued and outstanding. No other shares of the company's preferred stock are currently outstanding.

The company's charter authorizes its board of directors to classify any unissued shares of preferred stock and to reclassify any previously classified but unissued shares of any series into other classes or series of stock. Prior to the issuance of shares of each class or series, the company's board of directors is required by the MGCL and the company's charter to set, subject to the provisions of the company's charter regarding the restrictions on transfers of stock, the terms, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or

other distributions, qualifications and terms or conditions of redemption for each such class or series. Thus, the company's board of directors could authorize the issuance of shares of preferred stock with terms and conditions which could have the effect of delaying, deferring or preventing a transaction or a change of control of the company that might involve a premium price for holders of the common stock or otherwise be in their best interest.

***Power to Increase Authorized Stock and Issue Additional Shares of Preferred Stock***

The company's board of directors has the power to amend the company's charter from time to time without stockholder approval to increase or decrease the number of authorized shares of preferred stock, to issue additional authorized but unissued shares of the company's preferred stock and to classify or reclassify unissued shares of the company's preferred stock into other classes or series of stock and thereafter to cause us to issue such classified or reclassified shares of stock. Subject to the limited rights of holders of the company's series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock, series K preferred stock and series L preferred stock and each other parity class or series of preferred stock, voting together as a single class, to approve certain issuances of senior classes or series of stock, the additional classes or series will be available for issuance without further action by the company's stockholders, unless stockholder consent is required by applicable law or the rules of any stock exchange or automated quotation system on which the company's securities may be listed or traded. Although the company's board of directors does not intend to do so, it could authorize the company to issue a class or series that could, depending upon the terms of the particular class or series, delay, defer or prevent a transaction or a change of control of the company that might involve a premium price for the company's stockholders or otherwise be in their best interest.

***Restrictions on Ownership and Transfer***

To assist the company in complying with certain U.S. federal income tax requirements applicable to REITs, the company has adopted certain restrictions relating to the ownership and transfer of the series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock, series K preferred stock and series L preferred stock.

**6.625% Series C Cumulative Redeemable Perpetual Preferred Stock**

*General*. The DLR board approved articles supplementary creating the series C preferred stock as a series of DLR's preferred stock, designated as the 6.625% Series C Cumulative Redeemable Perpetual Preferred Stock. The following description of the series C preferred stock is qualified in its entirety by reference to such articles supplementary and DLR's charter. The series C preferred stock is validly issued, fully paid and nonassessable.

The series C preferred stock is currently listed on the NYSE as "DLR Pr C".

*Ranking*. The series C preferred stock ranks, with respect to dividend rights and rights upon DLR's liquidation, dissolution or winding-up:

- senior to all classes or series of the common stock and to any other class or series of stock expressly designated as ranking junior to the series C preferred stock;
- on parity with any class or series of stock expressly designated as ranking on parity with the series C preferred stock, including the series G preferred stock, the series I preferred stock, the series J preferred stock, the series K preferred stock and the series L preferred stock; and
- junior to any other class or series of stock expressly designated as ranking senior to the series C preferred stock.

*Dividend Rate and Payment Date*. Holders of the series C preferred stock are entitled to receive cumulative cash dividends on the series C preferred stock from and including the date of original issue, payable quarterly in arrears on or about the last calendar day of March, June, September and December of each year, at the rate of 6.625% per annum of the $25.00 liquidation preference per share (equivalent to an annual amount of $1.65625 per

share). Dividends on the series C preferred stock will accrue whether or not DLR has earnings, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are authorized or declared.

*Liquidation Preference.* In the event of a liquidation, dissolution or winding up, holders of the series C preferred stock will have the right to receive $25.00 per share, plus accrued and unpaid dividends (whether or not earned or declared) up to but excluding the date of payment, before any payment is made to holders of the common stock and any other class or series of stock ranking junior to the series C preferred stock as to liquidation rights. The rights of holders of series C preferred stock to receive their liquidation preference will be subject to the proportionate rights of any other class or series of stock ranking on parity with the series C preferred stock as to liquidation.

*Optional Redemption*. The series C preferred stock may not be redeemed prior to May 15, 2021, except in limited circumstances to preserve DLR's status as a REIT and pursuant to the special optional redemption right described below. On and after May 15, 2021, the series C preferred stock will be redeemable at DLR's option, in whole or in part at any time or from time to time, for cash at a redemption price of $25.00 per share, plus accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the redemption date. However, unless full cumulative dividends on the series C preferred stock for all past dividend periods have been, or contemporaneously are, paid or an amount in cash sufficient for the payment thereof is set apart, no shares of series C preferred stock may be redeemed; provided, that the foregoing restriction does not prevent DLR from taking action necessary to preserve its status as a REIT. Any partial redemption will be on a pro rata basis.

*Special Optional Redemption.* Upon the occurrence of a Change of Control (as defined in the articles supplementary), DLR may, at its option, redeem the series C preferred stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, by paying $25.00 per share, plus any accrued and unpaid dividends to, but not including, the date of redemption. If, prior to the Change of Control Conversion Date (as defined below), DLR exercises any of its redemption rights relating to the series C preferred stock (whether its optional redemption right or its special optional redemption right), the holders of series C preferred stock will not have the conversion right described below.

*No Maturity, Sinking Fund or Mandatory Redemption.* The series C preferred stock has no stated maturity date and DLR is not be required to redeem the series C preferred stock at any time. Accordingly, the series C preferred stock will remain outstanding indefinitely, unless DLR decides, at its option, to exercise its redemption right or, under circumstances where the holders of the series C preferred stock have a conversion right, such holders decide to convert the series C preferred stock into common stock. The series C preferred stock is not subject to any sinking fund.

*Voting Rights.* Holders of series C preferred stock generally have no voting rights. However, if DLR is in arrears on dividends on the series C preferred stock for six or more quarterly periods, whether or not consecutive, holders of the series C preferred stock (voting together as a class with the holders of all other classes or series of parity preferred stock upon which like voting rights have been conferred and are exercisable) will be entitled to vote at a special meeting called upon the written request of at least 10% of such holders or at the next annual meeting of stockholders and each subsequent annual meeting of stockholders for the election of two additional directors to serve on the DLR board until all accumulated dividends with respect to the series C preferred stock and any other class or series of parity preferred stock have been fully paid. In addition, DLR may not make certain material and adverse changes to the terms of the series C preferred stock without the affirmative vote of the holders of at least two-thirds of the outstanding shares of series C preferred stock and all other shares of any class or series ranking on parity with the series C preferred stock that are entitled to similar voting rights (voting together as a single class).

*Conversion*. Upon the occurrence of a Change of Control, each holder of series C preferred stock will have the right (unless, prior to the Change of Control Conversion Date, DLR has provided or provides notice of its election to redeem the series C preferred stock) to convert some or all of the series C preferred stock held by such holder on the date the series C preferred stock is to be converted, which DLR refers to as the Change of Control Conversion Date, into a number of shares of common stock per share of series C preferred stock to be converted equal to the lesser of:

- the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for a series C preferred stock dividend payment and prior to the corresponding series C preferred stock dividend payment date, in which case no additional amount for such accrued and unpaid dividends will be included in this sum) by (ii) the Common Stock Price (as defined below); and
- 0.6389035 (i.e., the Share Cap), subject to certain adjustments;

subject, in each case, to provisions for the receipt of alternative consideration as described in the articles supplementary relating to the series C preferred stock.

The "Common Stock Price" will be (i) if the consideration to be received in the Change of Control by the holders of common stock is solely cash, the amount of cash consideration per share of common stock, (ii) if the consideration to be received in the Change of Control by holders of common stock is other than solely cash, the average of the closing price per share of common stock on the ten consecutive trading days immediately preceding, but not including, the effective date of such Change of Control and (iii) if there is not a readily determinable closing price for the common stock, the fair market value of such other consideration received in the Change of Control per share of common stock as determined by the DLR board or a committee thereof.

If, prior to the Change of Control Conversion Date, DLR has provided or provides a redemption notice, whether pursuant to its special optional redemption right in connection with a Change of Control or its optional redemption right, holders of series C preferred stock will not have any right to convert the series C preferred stock into shares of DLR's common stock in connection with the Change of Control and any shares of series C preferred stock selected for redemption that have been tendered for conversion will be redeemed on the related date of redemption instead of converted on the Change of Control Conversion Date.

Except as provided above in connection with a Change of Control, the series C preferred stock will not be convertible into or exchangeable for any other securities or property.

*Transfer Agent and Registrar.* The transfer agent and registrar for the series C preferred stock is American Stock Transfer & Trust Company, LLC.

**5.875% Series G Cumulative Redeemable Preferred Stock**

*General.* The DLR board and a duly authorized committee thereof approved articles supplementary creating the series G preferred stock as a series of DLR's preferred stock, designated as the 5.875% Series G Cumulative Redeemable Preferred Stock. The following description of the series G preferred stock is qualified in its entirety by reference to such articles supplementary and DLR's charter. The series G preferred stock is validly issued, fully paid and nonassessable.

The series G preferred stock is currently listed on the NYSE as "DLR Pr G".

*Ranking.* The series G preferred stock ranks, with respect to dividend rights and rights upon DLR's liquidation, dissolution or winding-up:

- senior to all classes or series of the common stock and to any other class or series of the stock expressly designated as ranking junior to the series G preferred stock;
- on parity with any class or series of DLR's stock expressly designated as ranking on parity with the series G preferred stock, including the series C preferred stock, series I preferred stock, series J preferred stock, series K preferred stock and series L preferred stock; and
- junior to any other class or series of stock expressly designated as ranking senior to the series G preferred stock.

*Dividend Rate and Payment Date.* Holders are entitled to receive cumulative cash dividends on the series G preferred stock from and including the date of original issue, payable quarterly in arrears on or about the last calendar day of March, June, September and December of each year, at the rate of 5.875% per annum of the $25.00 liquidation preference per share (equivalent to an annual amount of $1.46875 per share). Dividends on the series G preferred stock will accrue whether or not DLR has earnings, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are authorized or declared.

*Liquidation Preference.* In the event of a liquidation, dissolution or winding up, holders of the series G preferred stock will have the right to receive $25.00 per share, plus accrued and unpaid dividends (whether or not earned or declared) up to but excluding the date of payment, before any payment is made to holders of the common stock and any other class or series of stock ranking junior to the series G preferred stock as to liquidation rights. The rights of holders of series G preferred stock to receive their liquidation preference will be subject to the proportionate rights of any other class or series of stock ranking on parity with the series G preferred stock as to liquidation.

*Optional Redemption*. The series G preferred stock is redeemable at DLR's option, in whole or in part at any time or from time to time, for cash at a redemption price of $25.00 per share, plus accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the redemption date. However, unless full cumulative dividends on the series G preferred stock for all past dividend periods have been, or contemporaneously are, paid or an amount in cash sufficient for the payment thereof is set apart, no shares of series G preferred stock may be redeemed unless all outstanding shares of series G preferred stock are simultaneously redeemed; provided, that the foregoing restriction does not prevent DLR from taking action necessary to preserve its status as a REIT. Any partial redemption will be on a pro rata basis.

*Special Optional Redemption.* Upon the occurrence of a Change of Control (as defined in the articles supplementary), DLR may, at its option, redeem the series G preferred stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, by paying $25.00 per share, plus any accrued and unpaid dividends to, but not including, the date of redemption. If, prior to the Change of Control Conversion Date (as defined below), DLR exercises any of its redemption rights relating to the series G preferred stock (whether its optional redemption right or its special optional redemption right), the holders of series G preferred stock will not have the conversion right described below.

*No Maturity, Sinking Fund or Mandatory Redemption.* The series G preferred stock has no stated maturity date and DLR is not required to redeem the series G preferred stock at any time. Accordingly, the series G preferred stock will remain outstanding indefinitely, unless DLR decides, at its option, to exercise its redemption right or, under circumstances where the holders of the series G preferred stock have a conversion right, such holders decide to convert the series G preferred stock into common stock. The series G preferred stock is not subject to any sinking fund.

*Voting Rights.* Holders of series G preferred stock generally have no voting rights. However, if DLR is in arrears on dividends on the series G preferred stock for six or more quarterly periods, whether or not consecutive, holders of the series G preferred stock (voting together as a class with the holders of all other classes or series of parity preferred stock upon which like voting rights have been conferred and are exercisable) will be entitled to vote at a special meeting called upon the written request of at least 10% of such holders or at the next annual meeting of stockholders and each subsequent annual meeting of stockholders for the election of two additional directors to serve on the DLR board until all unpaid dividends with respect to the series G preferred stock and any other class or series of parity preferred stock have been paid or declared and a sum sufficient for the payment thereof set aside for payment. In addition, DLR may not make certain material and adverse changes to the terms of the series G preferred stock without the affirmative vote of the holders of at least two-thirds of the outstanding shares of series G preferred stock and all other shares of any class or series ranking on parity with the series G preferred stock that are entitled to similar voting rights (voting together as a single class).

*Conversion*. Upon the occurrence of a Change of Control, each holder of series G preferred stock will have the right (unless, prior to the Change of Control Conversion Date, DLR has provided or provides notice of its election to redeem the series G preferred stock) to convert some or all of the series G preferred stock held by such holder on the

date the series G preferred stock is to be converted, which DLR refers to as the Change of Control Conversion Date, into a number of shares of common stock per share of series G preferred stock to be converted equal to the lesser of:

- the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for a series G preferred stock dividend payment and prior to the corresponding series G preferred stock dividend payment date, in which case no additional amount for such accrued and unpaid dividends will be included in this sum) by (ii) the Common Stock Price (as defined below); and
- 0.7532 (i.e., the Share Cap), subject to certain adjustments;

subject, in each case, to provisions for the receipt of alternative consideration as described in the articles supplementary relating to the Series G preferred stock.

The "Common Stock Price" will be (i) if the consideration to be received in the Change of Control by the holders of common stock is solely cash, the amount of cash consideration per share of common stock or (ii) if the consideration to be received in the Change of Control by holders of common stock is other than solely cash (x) the average of the closing sale prices per share of common stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the common stock is then traded, or (y) the average of the last quoted bid prices for DLR's common stock in the over-the-counter market as reported by OTC Markets Group Inc. or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the common stock is not then listed for trading on a U.S. securities exchange.

If, prior to the Change of Control Conversion Date, DLR has provided or provides a redemption notice, whether pursuant to its special optional redemption right in connection with a Change of Control or its optional redemption right, holders of series G preferred stock will not have any right to convert the series G preferred stock into shares of the common stock in connection with the Change of Control and any shares of series G preferred stock selected for redemption that have been tendered for conversion will be redeemed on the related date of redemption instead of converted on the Change of Control Conversion Date.

Except as provided above in connection with a Change of Control, the series G preferred stock is not convertible into or exchangeable for any other securities or property.

*Transfer Agent and Registrar*. The transfer agent and registrar for the series G preferred stock is American Stock Transfer & Trust Company, LLC.

**6.350% Series I Cumulative Redeemable Preferred Stock**

*General*. The DLR board and a duly authorized committee thereof approved articles supplementary creating the series I preferred stock as a series of DLR's preferred stock, designated as the 6.350% Series I Cumulative Redeemable Preferred Stock. The following description of the series I preferred stock is qualified in its entirety by reference to such articles supplementary and DLR's charter. The series I preferred stock is validly issued, fully paid and nonassessable.

The series I preferred stock is currently listed on the NYSE as "DLR Pr I".

*Ranking*. The series I preferred stock ranks, with respect to dividend rights and rights upon DLR's liquidation, dissolution or winding-up:

- senior to all classes or series of the common stock and to any other class or series of stock expressly designated as ranking junior to the series I preferred stock;

- on parity with any class or series of stock expressly designated as ranking on parity with the series I preferred stock, including the series C preferred stock, series G preferred stock, series J preferred stock, series K preferred stock and series L preferred stock; and
- junior to any other class or series of stock expressly designated as ranking senior to the series I preferred stock.

*Dividend Rate and Payment Date.* Holders are entitled to receive cumulative cash dividends on the series I preferred stock from and including the date of original issue, payable quarterly in arrears on or about the last calendar day of March, June, September and December of each year, at the rate of 6.350% per annum of the $25.00 liquidation preference per share (equivalent to an annual amount of $1.5875 per share). Dividends on the series I preferred stock will accrue whether or not DLR has earnings, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are authorized or declared.

*Liquidation Preference.* In the event of a liquidation, dissolution or winding up, holders of the series I preferred stock will have the right to receive $25.00 per share, plus accrued and unpaid dividends (whether or not earned or declared) up to but excluding the date of payment, before any payment is made to holders of the common stock and any other class or series of stock ranking junior to the series I preferred stock as to liquidation rights. The rights of holders of series I preferred stock to receive their liquidation preference will be subject to the proportionate rights of any other class or series of stock ranking on parity with the series I preferred stock as to liquidation.

*Optional Redemption*. The series I preferred stock may not be redeemed prior to August 24, 2020, except in limited circumstances to preserve DLR's status as a REIT and pursuant to the special optional redemption right described below. On and after August 24, 2020, the series I preferred stock will be redeemable at DLR's option, in whole or in part at any time or from time to time, for cash at a redemption price of $25.00 per share, plus accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the redemption date. However, unless full cumulative dividends on the series I preferred stock for all past dividend periods have been, or contemporaneously are, paid or an amount in cash sufficient for the payment thereof is set apart, no shares of series I preferred stock may be redeemed unless all outstanding shares of series I preferred stock are simultaneously redeemed; provided, that the foregoing restriction does not prevent DLR from taking action necessary to preserve its status as a REIT. Any partial redemption will be on a pro rata basis.

*Special Optional Redemption.* Upon the occurrence of a Change of Control (as defined in the articles supplementary), DLR may, at its option, redeem the series I preferred stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, by paying $25.00 per share, plus any accrued and unpaid dividends to, but not including, the date of redemption. If, prior to the Change of Control Conversion Date (as defined below), DLR exercises any of its redemption rights relating to the series I preferred stock (whether its optional redemption right or its special optional redemption right), the holders of series I preferred stock will not have the conversion right described below.

*No Maturity, Sinking Fund or Mandatory Redemption.* The series I preferred stock has no stated maturity date and DLR is not required to redeem the series I preferred stock at any time. Accordingly, the series I preferred stock will remain outstanding indefinitely, unless DLR decides, at its option, to exercise its redemption right or, under circumstances where the holders of the series I preferred stock have a conversion right, such holders decide to convert the series I preferred stock into common stock. The series I preferred stock is not subject to any sinking fund.

*Voting Rights*. Holders of series I preferred stock generally have no voting rights. However, if DLR is in arrears on dividends on the series I preferred stock for six or more quarterly periods, whether or not consecutive, holders of the series I preferred stock (voting together as a class with the holders of all other classes or series of parity preferred stock upon which like voting rights have been conferred and are exercisable) will be entitled to vote at a special meeting called upon the written request of at least 10% of such holders or at the next annual meeting of stockholders and each subsequent annual meeting of stockholders for the election of two additional directors to serve on the DLR board until all unpaid dividends with respect to the series I preferred stock and any other class or series of parity preferred stock have been paid or declared and a sum sufficient for the payment thereof set aside for payment. In addition, DLR may not make certain material and adverse changes to the terms of the series I preferred

stock without the affirmative vote of the holders of at least two-thirds of the outstanding shares of series I preferred stock and all other shares of any class or series ranking on parity with the series I preferred stock that are entitled to similar voting rights (voting together as a single class).

*Conversion*. Upon the occurrence of a Change of Control, each holder of series I preferred stock will have the right (unless, prior to the Change of Control Conversion Date, DLR has provided or provides notice of its election to redeem the series I preferred stock) to convert some or all of the series I preferred stock held by such holder on the date the series I preferred stock is to be converted, which DLR refers to as the Change of Control Conversion Date, into a number of shares of common stock per share of series I preferred stock to be converted equal to the lesser of:

- the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for a series I preferred stock dividend payment and prior to the corresponding series I preferred stock dividend payment date, in which case no additional amount for such accrued and unpaid dividends will be included in this sum) by (ii) the Common Stock Price (as defined below); and
- 0.76231 (i.e., the Share Cap), subject to certain adjustments;

subject, in each case, to provisions for the receipt of alternative consideration as described in the articles supplementary relating to the Series I preferred stock.

The "Common Stock Price" will be (i) if the consideration to be received in the Change of Control by the holders of common stock is solely cash, the amount of cash consideration per share of common stock or (ii) if the consideration to be received in the Change of Control by holders of common stock is other than solely cash (x) the average of the closing sale prices per share of the common stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the common stock is then traded, or (y) the average of the last quoted bid prices for the DLR's common stock in the over-the- counter market as reported by OTC Markets Group Inc. or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the common stock is not then listed for trading on a U.S. securities exchange.

If, prior to the Change of Control Conversion Date, DLR has provided or provides a redemption notice, whether pursuant to its special optional redemption right in connection with a Change of Control or its optional redemption right, holders of series I preferred stock will not have any right to convert the series I preferred stock into shares of DLR's common stock in connection with the Change of Control and any shares of series I preferred stock selected for redemption that have been tendered for conversion will be redeemed on the related date of redemption instead of converted on the Change of Control Conversion Date.

Except as provided above in connection with a Change of Control, the series I preferred stock is not convertible into or exchangeable for any other securities or property.

*Transfer Agent and Registrar.* The transfer agent and registrar for the series I preferred stock is American Stock Transfer & Trust Company, LLC.

**5.250% Series J Cumulative Redeemable Preferred Stock**

*General.* The DLR board and a duly authorized committee thereof approved articles supplementary creating the series J preferred stock as a series of DLR's preferred stock, designated as the 5.250% Series J Cumulative Redeemable Preferred Stock. The following description of the series J preferred stock is qualified in its entirety by reference to such articles supplementary and DLR's charter. The series J preferred stock is validly issued, fully paid and nonassessable.

The series J preferred stock is currently listed on the NYSE as "DLR Pr J".

*Ranking.* The series J preferred stock ranks, with respect to dividend rights and rights upon DLR's liquidation, dissolution or winding-up:

- senior to all classes or series of the common stock and to any other class or series of stock expressly designated as ranking junior to the series J preferred stock;
- on parity with any class or series of stock expressly designated as ranking on parity with the series J preferred stock, including the series C preferred stock, series G preferred stock, series I preferred stock, series K preferred stock and series L preferred stock; and
- junior to any other class or series of stock expressly designated as ranking senior to the series J preferred stock.

*Dividend Rate and Payment Date.* Holders are entitled to receive cumulative cash dividends on the series J preferred stock from and including the date of original issue, payable quarterly in arrears on or about the last calendar day of March, June, September and December of each year, at the rate of 5.250% per annum of the $25.00 liquidation preference per share (equivalent to an annual amount of $1.3125 per share). Dividends on the series J preferred stock will accrue whether or not DLR has earnings, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are authorized or declared.

*Liquidation Preference.* In the event of a liquidation, dissolution or winding up, holders of the series J preferred stock will have the right to receive $25.00 per share, plus accrued and unpaid dividends (whether or not earned or declared) up to but excluding the date of payment, before any payment is made to holders of the common stock and any other class or series of stock ranking junior to the series J preferred stock as to liquidation rights. The rights of holders of series J preferred stock to receive their liquidation preference will be subject to the proportionate rights of any other class or series of stock ranking on parity with the series J preferred stock as to liquidation.

*Optional Redemption*. The series J preferred stock may not be redeemed prior to August 7, 2022, except in limited circumstances to preserve DLR's status as a REIT and pursuant to the special optional redemption right described below. On and after August 7, 2022, the series J preferred stock will be redeemable at DLR's option, in whole or in part at any time or from time to time, for cash at a redemption price of $25.00 per share, plus accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the redemption date. However, unless full cumulative dividends on the series J preferred stock for all past dividend periods have been, or contemporaneously are, paid or an amount in cash sufficient for the payment thereof is set apart, no shares of series J preferred stock may be redeemed unless all outstanding shares of series J preferred stock are simultaneously redeemed; provided, that the foregoing restriction does not prevent DLR from taking action necessary to preserve its status as a REIT. Any partial redemption will be on a pro rata basis.

*Special Optional Redemption.* Upon the occurrence of a Change of Control (as defined in the articles supplementary), DLR may, at its option, redeem the series J preferred stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, by paying $25.00 per share, plus any accrued and unpaid dividends to, but not including, the date of redemption. If, prior to the Change of Control Conversion Date (as defined below), DLR exercises any of its redemption rights relating to the series J preferred stock (whether its optional redemption right or its special optional redemption right), the holders of series J preferred stock will not have the conversion right described below.

*No Maturity, Sinking Fund or Mandatory Redemption.* The series J preferred stock has no stated maturity date and DLR is not required to redeem the series J preferred stock at any time. Accordingly, the series J preferred stock will remain outstanding indefinitely, unless DLR decides, at its option, to exercise its redemption right or, under circumstances where the holders of the series J preferred stock have a conversion right, such holders decide to convert the series J preferred stock into common stock. The series J preferred stock is not subject to any sinking fund.

*Voting Rights.* Holders of series J preferred stock generally have no voting rights. However, if DLR is in arrears on dividends on the series J preferred stock for six or more quarterly periods, whether or not consecutive, holders of the series J preferred stock (voting together as a class with the holders of all other classes or series of parity preferred stock upon which like voting rights have been conferred and are exercisable) will be entitled to vote

at a special meeting called upon the written request of at least 10% of such holders or at the next annual meeting of stockholders and each subsequent annual meeting of stockholders for the election of two additional directors to serve on the DLR board until all unpaid dividends with respect to the series J preferred stock and any other class or series of parity preferred stock have been paid or declared and a sum sufficient for the payment thereof set aside for payment. In addition, DLR may not make certain material and adverse changes to the terms of the series J preferred stock without the affirmative vote of the holders of at least two-thirds of the outstanding shares of series J preferred stock and all other shares of any class or series ranking on parity with the series J preferred stock that are entitled to similar voting rights (voting together as a single class).

*Conversion.* Upon the occurrence of a Change of Control, each holder of series J preferred stock will have the right (unless, prior to the Change of Control Conversion Date, DLR has provided or provides notice of its election to redeem the series J preferred stock) to convert some or all of the series J preferred stock held by such holder on the date the series J preferred stock is to be converted, which DLR refers to as the Change of Control Conversion Date, into a number of shares of common stock per share of series J preferred stock to be converted equal to the lesser of:

- the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for a series J preferred stock dividend payment and prior to the corresponding series J preferred stock dividend payment date, in which case no additional amount for such accrued and unpaid dividends will be included in this sum) by (ii) the Common Stock Price (as defined below); and
- 0.42521 (i.e., the Share Cap), subject to certain adjustments;

subject, in each case, to provisions for the receipt of alternative consideration as described in the articles supplementary relating to the Series J preferred stock.

The “Common Stock Price” will be (i) if the consideration to be received in the Change of Control by the holders of common stock is solely cash, the amount of cash consideration per share of common stock or (ii) if the consideration to be received in the Change of Control by holders of common stock is other than solely cash (x) the average of the closing sale prices per share of the common stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the common stock is then traded, or (y) the average of the last quoted bid prices for the DLR’s common stock in the over-the-counter market as reported by OTC Markets Group Inc. or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the common stock is not then listed for trading on a U.S. securities exchange.

If, prior to the Change of Control Conversion Date, DLR has provided or provides a redemption notice, whether pursuant to its special optional redemption right in connection with a Change of Control or its optional redemption right, holders of series J preferred stock will not have any right to convert the series J preferred stock into shares of DLR’s common stock in connection with the Change of Control and any shares of series J preferred stock selected for redemption that have been tendered for conversion will be redeemed on the related date of redemption instead of converted on the Change of Control Conversion Date.

Except as provided above in connection with a Change of Control, the series J preferred stock is not convertible into or exchangeable for any other securities or property.

*Transfer Agent and Registrar.* The transfer agent and registrar for the series J preferred stock is American Stock Transfer & Trust Company, LLC.

**5.850% Series K Cumulative Redeemable Preferred Stock**

*General.* The DLR board and a duly authorized committee thereof approved articles supplementary creating the series K preferred stock as a series of DLR’s preferred stock, designated as the 5.850% Series K Cumulative Redeemable Preferred Stock. The following description of the series K preferred stock is qualified in its entirety by

reference to such articles supplementary and DLR's charter. The series K preferred stock is validly issued, fully paid and nonassessable.

The series K preferred stock is currently listed on the NYSE as "DLR Pr K".

*Ranking.* The series K preferred stock ranks, with respect to dividend rights and rights upon DLR's liquidation, dissolution or winding-up:

- senior to all classes or series of the common stock and to any other class or series of stock expressly designated as ranking junior to the series K preferred stock;
- on parity with any class or series of stock expressly designated as ranking on parity with the series K preferred stock, including the series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock and series L preferred stock; and
- junior to any other class or series of stock expressly designated as ranking senior to the series K preferred stock.

*Dividend Rate and Payment Date.* Holders are entitled to receive cumulative cash dividends on the series K preferred stock from and including the date of original issue, payable quarterly in arrears on or about the last calendar day of March, June, September and December of each year, at the rate of 5.850% per annum of the $25.00 liquidation preference per share (equivalent to an annual amount of $1.4625 per share). Dividends on the series K preferred stock will accrue whether or not DLR has earnings, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are authorized or declared.

*Liquidation Preference.* In the event of a liquidation, dissolution or winding up, holders of the series K preferred stock will have the right to receive $25.00 per share, plus accrued and unpaid dividends (whether or not earned or declared) up to but excluding the date of payment, before any payment is made to holders of the common stock and any other class or series of stock ranking junior to the series K preferred stock as to liquidation rights. The rights of holders of series K preferred stock to receive their liquidation preference will be subject to the proportionate rights of any other class or series of stock ranking on parity with the series K preferred stock as to liquidation.

*Optional Redemption.* The series K preferred stock may not be redeemed prior to March 13, 2024, except in limited circumstances to preserve DLR's status as a REIT and pursuant to the special optional redemption right described below. On and after March 13, 2024, the series K preferred stock will be redeemable at DLR's option, in whole or in part at any time or from time to time, for cash at a redemption price of $25.00 per share, plus accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the redemption date. However, unless full cumulative dividends on the series K preferred stock for all past dividend periods have been, or contemporaneously are, paid or an amount in cash sufficient for the payment thereof is set apart, no shares of series K preferred stock may be redeemed unless all outstanding shares of series K preferred stock are simultaneously redeemed; provided, that the foregoing restriction does not prevent DLR from taking action necessary to preserve its status as a REIT. Any partial redemption will be on a pro rata basis.

*Special Optional Redemption.* Upon the occurrence of a Change of Control (as defined in the articles supplementary), DLR may, at its option, redeem the series K preferred stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, by paying $25.00 per share, plus any accrued and unpaid dividends to, but not including, the date of redemption. If, prior to the Change of Control Conversion Date (as defined below), DLR exercises any of its redemption rights relating to the series K preferred stock (whether its optional redemption right or its special optional redemption right), the holders of series K preferred stock will not have the conversion right described below.

*No Maturity, Sinking Fund or Mandatory Redemption.* The series K preferred stock has no stated maturity date and DLR is not required to redeem the series K preferred stock at any time. Accordingly, the series K preferred stock will remain outstanding indefinitely, unless DLR decides, at its option, to exercise its redemption right or, under circumstances where the holders of the series K preferred stock have a conversion right, such holders decide

to convert the series K preferred stock into common stock. The series K preferred stock is not subject to any sinking fund.

*Voting Rights.* Holders of series K preferred stock generally have no voting rights. However, if DLR is in arrears on dividends on the series K preferred stock for six or more quarterly periods, whether or not consecutive, holders of the series K preferred stock (voting together as a class with the holders of all other classes or series of parity preferred stock upon which like voting rights have been conferred and are exercisable) will be entitled to vote at a special meeting called upon the written request of at least 10% of such holders or at the next annual meeting of stockholders and each subsequent annual meeting of stockholders for the election of two additional directors to serve on the DLR board until all unpaid dividends with respect to the series K preferred stock and any other class or series of parity preferred stock have been paid or declared and a sum sufficient for the payment thereof set aside for payment. In addition, DLR may not make certain material and adverse changes to the terms of the series K preferred stock without the affirmative vote of the holders of at least two-thirds of the outstanding shares of series K preferred stock and all other shares of any class or series ranking on parity with the series K preferred stock that are entitled to similar voting rights (voting together as a single class).

*Conversion.* Upon the occurrence of a Change of Control, each holder of series K preferred stock will have the right (unless, prior to the Change of Control Conversion Date, DLR has provided or provides notice of its election to redeem the series K preferred stock) to convert some or all of the series K preferred stock held by such holder on the date the series K preferred stock is to be converted, which DLR refers to as the Change of Control Conversion Date, into a number of shares of common stock per share of series K preferred stock to be converted equal to the lesser of:

- the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for a series K preferred stock dividend payment and prior to the corresponding series K preferred stock dividend payment date, in which case no additional amount for such accrued and unpaid dividends will be included in this sum) by (ii) the Common Stock Price (as defined below); and
- 0.43611 (i.e., the Share Cap), subject to certain adjustments;

subject, in each case, to provisions for the receipt of alternative consideration as described in the articles supplementary relating to the Series K preferred stock.

The “Common Stock Price” will be (i) if the consideration to be received in the Change of Control by the holders of common stock is solely cash, the amount of cash consideration per share of common stock or (ii) if the consideration to be received in the Change of Control by holders of common stock is other than solely cash (x) the average of the closing sale prices per share of the common stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the common stock is then traded, or (y) the average of the last quoted bid prices for the DLR’s common stock in the over-the-counter market as reported by OTC Markets Group Inc. or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the common stock is not then listed for trading on a U.S. securities exchange.

If, prior to the Change of Control Conversion Date, DLR has provided or provides a redemption notice, whether pursuant to its special optional redemption right in connection with a Change of Control or its optional redemption right, holders of series K preferred stock will not have any right to convert the series K preferred stock into shares of DLR’s common stock in connection with the Change of Control and any shares of series K preferred stock selected for redemption that have been tendered for conversion will be redeemed on the related date of redemption instead of converted on the Change of Control Conversion Date.

Except as provided above in connection with a Change of Control, the series K preferred stock is not convertible into or exchangeable for any other securities or property.

*Transfer Agent and Registrar.* The transfer agent and registrar for the series K preferred stock is American Stock Transfer & Trust Company, LLC.

**5.200% Series L Cumulative Redeemable Preferred Stock**

*General.* The DLR board and a duly authorized committee thereof approved articles supplementary creating the series L preferred stock as a series of DLR's preferred stock, designated as the 5.200% Series L Cumulative Redeemable Preferred Stock. The following description of the series L preferred stock is qualified in its entirety by reference to such articles supplementary and DLR's charter. The series L preferred stock is validly issued, fully paid and nonassessable.

The series L preferred stock is currently listed on the NYSE as "DLR Pr L".

*Ranking.* The series L preferred stock ranks, with respect to dividend rights and rights upon DLR's liquidation, dissolution or winding-up:

- senior to all classes or series of the common stock and to any other class or series of stock expressly designated as ranking junior to the series L preferred stock;
- on parity with any class or series of stock expressly designated as ranking on parity with the series L preferred stock, including the series C preferred stock, series G preferred stock, series I preferred stock, series J preferred stock and series K preferred stock; and
- junior to any other class or series of stock expressly designated as ranking senior to the series L preferred stock.

*Dividend Rate and Payment Date.* Holders are entitled to receive cumulative cash dividends on the series L preferred stock from and including the date of original issue, payable quarterly in arrears on or about the last calendar day of March, June, September and December of each year, at the rate of 5.200% per annum of the $25.00 liquidation preference per share (equivalent to an annual amount of $1.30 per share). Dividends on the series L preferred stock will accrue whether or not DLR has earnings, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are authorized or declared.

*Liquidation Preference.* In the event of a liquidation, dissolution or winding up, holders of the series L preferred stock will have the right to receive $25.00 per share, plus accrued and unpaid dividends (whether or not earned or declared) up to but excluding the date of payment, before any payment is made to holders of the common stock and any other class or series of stock ranking junior to the series L preferred stock as to liquidation rights. The rights of holders of series L preferred stock to receive their liquidation preference will be subject to the proportionate rights of any other class or series of stock ranking on parity with the series L preferred stock as to liquidation.

*Optional Redemption.* The series L preferred stock may not be redeemed prior to October 10, 2024, except in limited circumstances to preserve DLR's status as a REIT and pursuant to the special optional redemption right described below. On and after October 10, 2024, the series L preferred stock will be redeemable at DLR's option, in whole or in part at any time or from time to time, for cash at a redemption price of $25.00 per share, plus accrued and unpaid dividends (whether or not authorized or declared) up to but excluding the redemption date. However, unless full cumulative dividends on the series L preferred stock for all past dividend periods have been, or contemporaneously are, paid or an amount in cash sufficient for the payment thereof is set apart, no shares of series L preferred stock may be redeemed unless all outstanding shares of series L preferred stock are simultaneously redeemed; provided, that the foregoing restriction does not prevent DLR from taking action necessary to preserve its status as a REIT. Any partial redemption will be on a pro rata basis.

*Special Optional Redemption.* Upon the occurrence of a Change of Control, (as defined in the articles supplementary) DLR may, at its option, redeem the series L preferred stock, in whole or in part within 120 days after the first date on which such Change of Control occurred, by paying $25.00 per share, plus any accrued and unpaid dividends to, but not including, the date of redemption. If, prior to the Change of Control Conversion Date (as defined below), DLR exercises any of its redemption rights relating to the series L preferred stock (whether its

optional redemption right or its special optional redemption right), the holders of series L preferred stock will not have the conversion right described below.

*No Maturity, Sinking Fund or Mandatory Redemption.* The series L preferred stock has no stated maturity date and DLR is not required to redeem the series L preferred stock at any time. Accordingly, the series L preferred stock will remain outstanding indefinitely, unless DLR decides, at its option, to exercise its redemption right or, under circumstances where the holders of the series L preferred stock have a conversion right, such holders decide to convert the series L preferred stock into common stock. The series L preferred stock is not subject to any sinking fund.

*Voting Rights.* Holders of series L preferred stock generally have no voting rights. However, if DLR is in arrears on dividends on the series L preferred stock for six or more quarterly periods, whether or not consecutive, holders of the series L preferred stock (voting together as a class with the holders of all other classes or series of parity preferred stock upon which like voting rights have been conferred and are exercisable) will be entitled to vote at a special meeting called upon the written request of at least 10% of such holders or at the next annual meeting of stockholders and each subsequent annual meeting of stockholders for the election of two additional directors to serve on the DLR board until all unpaid dividends with respect to the series L preferred stock and any other class or series of parity preferred stock have been paid or declared and a sum sufficient for the payment thereof set aside for payment. In addition, DLR may not make certain material and adverse changes to the terms of the series L preferred stock without the affirmative vote of the holders of at least two-thirds of the outstanding shares of series L preferred stock and all other shares of any class or series ranking on parity with the series L preferred stock that are entitled to similar voting rights (voting together as a single class).

*Conversion.* Upon the occurrence of a Change of Control, each holder of series L preferred stock will have the right (unless, prior to the Change of Control Conversion Date, DLR has provided or provides notice of its election to redeem the series L preferred stock) to convert some or all of the series L preferred stock held by such holder on the date the series L preferred stock is to be converted, which DLR refers to as the Change of Control Conversion Date, into a number of shares of common stock per share of series L preferred stock to be converted equal to the lesser of:

- the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accrued and unpaid dividends to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for a series L preferred stock dividend payment and prior to the corresponding series L preferred stock dividend payment date, in which case no additional amount for such accrued and unpaid dividends will be included in this sum) by (ii) the Common Stock Price (as defined below); and
- 0.38518 (i.e., the Share Cap), subject to certain adjustments;

subject, in each case, to provisions for the receipt of alternative consideration as described in the articles supplementary relating to the Series L preferred stock.

The “Common Stock Price” will be (i) if the consideration to be received in the Change of Control by the holders of common stock is solely cash, the amount of cash consideration per share of common stock or (ii) if the consideration to be received in the Change of Control by holders of common stock is other than solely cash (x) the average of the closing sale prices per share of the common stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the common stock is then traded, or (y) the average of the last quoted bid prices for the DLR’s common stock in the over-the-counter market as reported by OTC Markets Group Inc. or similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the common stock is not then listed for trading on a U.S. securities exchange.

If, prior to the Change of Control Conversion Date, DLR has provided or provides a redemption notice, whether pursuant to its special optional redemption right in connection with a Change of Control or its optional redemption right, holders of series L preferred stock will not have any right to convert the series L preferred stock into shares of DLR’s common stock in connection with the Change of Control and any shares of series L preferred

stock selected for redemption that have been tendered for conversion will be redeemed on the related date of redemption instead of converted on the Change of Control Conversion Date.

Except as provided above in connection with a Change of Control, the series L preferred stock is not convertible into or exchangeable for any other securities or property.

*Transfer Agent and Registrar.* The transfer agent and registrar for the series L preferred stock is American Stock Transfer & Trust Company, LLC.

# EXECUTIVE SEVERANCE AGREEMENT

This EXECUTIVE SEVERANCE AGREEMENT (including Exhibit A hereto, the "**Agreement**"), dated as of [DATE] ("**Effective Date**"), is made by and between Digital Realty Trust, Inc. ("**REIT**"), DLR LLC ("**Employer**", and together with the REIT, "**Company**") and _____ ("**Employee**", and together with the Company, "**Parties**").

In consideration of Employee's continued employment with the Company and for other good and valuable consideration, the Company is pleased to offer Employee eligibility to receive severance benefits upon specified terminations of employment on the terms and conditions set forth in this Agreement in accordance with the belief of the Compensation Committee of the Board of Directors of the REIT that it is in the Company's best interests to provide Employee with those benefits as enhanced financial security and incentive and encouragement for Employee to remain with the Company. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Section III of Exhibit A of this Agreement.

1. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall be effective on the Effective Date. Subject to the terms of this Agreement, this Agreement shall be effective for a term commencing on the Effective Date and ending on January 31, 2022 ("**Term**"); provided, however, that in the event that a Change in Control occurs during the Term, the ending date of the Term shall thereupon automatically be extended to the date that is the second anniversary of the date on which such Change in Control occurs. Notwithstanding anything contained in this Agreement, in no event shall the expiration of the Term or the Company's election not to renew or extend the Term constitute a termination of Employee's employment by the Company without Cause or by Employee for Good Reason.

2. **AT-WILL EMPLOYMENT.** The Company and Employee acknowledge that Employee's employment is and shall continue to be at-will, as defined under applicable law. This Agreement does not constitute an agreement to employ Employee for any specific time.

3. **SEVERANCE BENEFITS.** Employee shall be eligible to receive certain severance benefits upon specified terminations of employment as set forth in Exhibit A and under the terms and conditions set forth in this Agreement.

4. **TERMINATION OF OFFICES AND DIRECTORSHIPS.** Effective as of the Employee's final date of employment with the Company ("**Termination Date**"), except to the extent otherwise determined by the Board of Directors of the REIT ("**Board**") in its sole discretion, Employee shall be deemed to have resigned from all offices, directorships, and other employment positions, if any, then held with the REIT, Digital Realty Trust, L.P., the Employer, or their respective subsidiaries or affiliates (collectively, "**Digital Group**"), and Employee agrees that Employee shall take all actions reasonably requested by the Company to effectuate the foregoing.

5. **LIMITATION ON PAYMENTS.**

A. ***Best Pay Cap.*** Notwithstanding any other provision of this Agreement, in the event that any payment or benefit received or to be received by Employee (including any payment or benefit received in connection with a termination of Employee's employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (all such payments and benefits, including the payments and benefits set forth in Exhibit A of this Agreement, the "**Total Payments**") would be subject (in whole or part) to the excise tax ("**Excise Tax**") imposed under Section 4999 of the Internal Revenue Code of 1986, as amended ("**Code**"),

then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, arrangement or agreement, Employee's remaining Total Payments shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax, but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes applicable to such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which Employee would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). The reduction undertaken pursuant to this Section 5(a) shall be accomplished first by reducing or eliminating any cash payments subject to Section 409A of the Code as deferred compensation (with payments to be made furthest in the future being reduced first), then by reducing or eliminating cash payments that are not subject to Section 409A of the Code, then by reducing payments attributable to equity-based compensation (or the accelerated vesting thereof) subject to Section 409A of the Code as deferred compensation (with payments to be made furthest in the future being reduced first), and finally, by reducing payments attributable to equity-based compensation (or the accelerated vesting thereof) that is not subject to Section 409A of the Code; provided that all payments to which Treas. Reg. §1.280G-1, Q&A-24(b) or (c) does not apply shall be reduced or eliminated before any payments to which Treas. Reg. §1.280G-1, Q&A-24(b) or (c) applies.

B. ***Certain Exclusions.*** For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments, the receipt or retention of which Employee has waived at such time and in such manner so as not to constitute a "payment" within the meaning of Section 280G(b) of the Code, will be taken into account; (ii) no portion of the Total Payments will be taken into account which, in the written opinion of an independent, nationally recognized accounting firm ("**Independent Advisors**") selected by the Company, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments will be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

6. **SECTION 409A.**

A. To the extent applicable, this Agreement shall be interpreted and applied consistent and in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of this Agreement to the contrary, if at any time Employee and the Company mutually determine that any compensation or benefits payable under this Agreement may not be compliant with or exempt from Section 409A of the Code and related Department of Treasury guidance, the parties shall work together to adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies, and procedures with retroactive effect), or take such other actions, as the parties determine are necessary or appropriate to (A) exempt such compensation and benefits from Section 409A of the Code and/or preserve the intended tax

treatment of such compensation and benefits, or (B) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance; provided, however, that this Section 6(A) shall not create any obligation on the part of the Company to adopt any such amendment, policy, or procedure or take any such other action and shall create no guarantee of any particular tax treatment to Employee. Employee shall be solely responsible for tax consequences with respect to all amounts payable under this Agreement, and in no event shall Company have any liability or responsibility if this Agreement does not meet any applicable requirements of Section 409A of the Code.

B. To the extent permitted under Section 409A of the Code, any separate payment or benefit under this Agreement or otherwise shall not be deemed "nonqualified deferred compensation" subject to Section 409A of the Code and this Section 6 to the extent provided in the exceptions in Treasury Regulation Section 1.409A-l(b)(4), Section 1.409A-l(b)(9) or any other applicable exception or provision of Section 409A of the Code.

C. To the extent that compensation or benefits payable under this Agreement (A) constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code or (B) are intended to be exempt from Section 409A of the Code under Treasury Regulation Section 1.409A-1(b)(9)(iii), and are designated under this Agreement as payable upon (or within a specified time following) Employee's termination of employment, such compensation or benefits shall, subject to Section 6(D) below, be payable only upon (or, as applicable, within the specified time following) Employee's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Code).

D. Notwithstanding anything to the contrary in this Agreement, no compensation or benefits, including without limitation any termination payments or benefits payable under Exhibit A, shall be paid to Employee prior to the expiration of the six (6)-month period following Employee's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Code) to the extent that the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of Employee's death), the Company shall pay Employee a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Employee during such six (6)-month period, plus interest thereon from the Termination Date through the payment date at a rate equal to the then-current "applicable Federal rate" determined under Section 7872(f)(2)(A) of the Code.

E. To the extent that any payments or reimbursements provided to Employee under this Agreement are deemed to constitute compensation to which Treasury Regulation Section 1.409A-3(i)(l)(iv) would apply, such amounts shall be paid or reimbursed to Employee reasonably promptly, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and Employee's right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit.

F. In the event of any installment payment of compensation under this Agreement, each installment shall be treated as a separate payment of compensation for purposes of applying Section 409A.

G. If any payment subject to Section 409A is contingent on the delivery of a Release by Employee and the aggregate period during which Employee is entitled to consider and/or revoke such Release spans two calendar years, the payment shall not be made prior to the beginning of the second such calendar year (and any payments otherwise payable prior thereto (if any) shall instead be paid on the first regularly scheduled Company payroll date occurring in the latter such calendar year).

7. **PAYMENT OF FINANCIAL OBLIGATIONS.** In the event that Employee's employment or consultancy is shared among the Company and/or its subsidiaries and affiliates, the payment or provision to Employee by the Company of any remuneration, benefits, or other financial obligations pursuant to this Agreement may be allocated to the Company and, as applicable, its subsidiaries and/or affiliates in accordance with an employee sharing or expense allocation agreement entered into by such parties.

8. **WITHHOLDING.** The Company may withhold from any amounts payable under this Agreement such Federal, state, local, or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

9. **ARBITRATION.** Except to the extent otherwise provided in the ECCA and/or the PIIAA (each as defined below) or any other agreement containing Restrictive Covenants, any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or the interpretation of this Agreement or any arrangements relating to this Agreement or contemplated in this Agreement or the breach, termination or invalidity thereof shall be settled by final and binding arbitration before a single neutral arbitrator. Arbitration shall be administered by JAMS in San Francisco, California in accordance with the then existing JAMS Employment Arbitration Rules and Procedures. Except as provided herein, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state referenced in Section 13 of this Agreement, and the arbitrator is without jurisdiction to apply any different substantive law. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. Judgment upon the award may be entered in any court having jurisdiction thereof. Each party will pay the fees for his, her or its own attorneys, subject to any fee-shifting statutes that govern the claims at issue in arbitration. However, in all cases where required by law, the Company will pay the arbitrator's and the arbitration fees. If under applicable law the Company is not required to pay all of the arbitrator's and/or the arbitration fees, such fee(s) will be apportioned between the parties by the arbitrator in accordance with said applicable law, and any disputes in that regard will be resolved by the arbitrator.

10. **ENTIRE AGREEMENT.** As of the Effective Date, this Agreement, together with Employee's Employee Confidentiality and Covenant Agreement with the Company ("**ECCA**") and Employee's Proprietary Information and Inventions Assignment Agreement with the Company ("**PIIAA**"), if any, constitutes the final, complete, and exclusive agreement between Employee and the Company with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers, or promises, whether oral or written, made to Employee by any member of the Digital Group (including, without limitation, Employee's employment agreement with the Company, dated as of [DATE]). This Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

11. **ASSUMPTION BY SUCCESSOR.** The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially

all of the business and/or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

12. **ACKNOWLEDGEMENT.** Employee hereby acknowledges (A) that Employee has consulted with or have had the opportunity to consult with independent counsel of Employee's own choice concerning this Agreement, and has been advised to do so by the Company, and (B) that Employee has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely based on Employee's own judgment.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of [EMPLOYMENT], without regard to conflicts of laws principles thereof.

*[Signature Page Follows]*

Please confirm your agreement to the foregoing by signing and dating this Agreement in the space provided below for your signature and returning it to Cindy Fiedelman.

Sincerely,

**Digital Realty Trust, Inc.,**
a Maryland corporation

By: _____
Name: Cindy Fiedelman
Title: Chief Human Resources Officer

**DLR LLC,**
a Maryland limited liability company

By: Digital Realty Trust, L.P.
Its: Managing Member

By: Digital Realty Trust, Inc.
Its: General Partner

By: _____
Name: Cindy Fiedelman
Title: Chief Human Resources Officer

**Digital Realty Trust, L.P.,**
a Maryland limited partnership

By: Digital Realty Trust, Inc.
Its: General Partner

By: _____
Name: Cindy Fiedelman
Title: Chief Human Resources Officer

**Accepted and Agreed,**

By: _____
EMPLOYEE

**EXHIBIT A**

## I. SEVERANCE BENEFITS

A. ***Without Cause or for Good Reason*.** Subject to the terms of this Agreement, in the event that, during the Term, Employee is terminated by the Company without Cause or Employee resigns for Good Reason, and provided that, after the Termination Date, Employee timely executes and does not subsequently revoke a full release of claims with the Company (in substantially the form attached hereto as Appendix 1) ("**Release**"), in addition to any other accrued amounts payable to Employee through the Termination Date, Employee will be entitled to receive the severance benefits set out in subsections (i), (ii), (iii), and (iv) of this Section I.A.

(i) Payable within sixty (60) days after the Employee's Termination Date (with the exact date to be determined by the Company in its discretion), a lump-sum severance payment in an amount equal to the sum of:

1. one (1.0) ("**Severance Multiple**") times the sum of (A) Employee's annual base salary as in effect on the Termination Date, plus (B) Employee's target annual bonus for the fiscal year in which the Termination Date occurs (in the case of both (A) and (B), without giving effect to any reduction which constitutes Good Reason), plus

2. the Stub Year Bonus, plus

3. the Prior Year Bonus, if any.

(ii) If Employee timely and properly elects to continue coverage under a Company-sponsored group health plan pursuant to COBRA, for a period commencing on the Termination Date and ending on the earlier of (A) the twelve (12)-month anniversary of the Termination Date or (B) the date on which Employee becomes eligible to receive comparable group health insurance coverage under a subsequent employer's plans ("**Continuation Period**"), the Company shall pay the full amount of the monthly COBRA premium for Employee and Employee's dependents (if applicable) participating in such plan on the Termination Date; provided, however, that if (x) any plan pursuant to which the Company is providing such coverage is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Code (as defined below) under Treasury Regulation Section 1.409A-l(a)(5), or (y) the Company is otherwise unable to continue to cover Employee under its group health plans or doing so would jeopardize the tax-qualified status of such plans, then, in either case, an amount equal to the monthly plan premium payment shall thereafter be paid to Employee as currently taxable compensation in substantially equal monthly installments over the Continuation Period (or the remaining portion thereof).

(iii) For a period commencing on the Termination Date and ending on the twelve (12)-month anniversary of the Termination Date, the Company shall, at its sole expense and on an as-incurred basis, provide Employee with outplacement counseling services directly related to Employee's termination of employment with the Company, the provider of which shall be selected by the Company.

(iv) Employee's outstanding Company equity-based awards shall be subject to the applicable Company equity incentive plan and award agreements evidencing such awards, including the vesting and payment provisions thereunder.

B. ***Change in Control.*** Subject to the terms of this Agreement, in the event that a Change in Control (as defined in the Digital Realty Trust, Inc., Digital Services, Inc., and Digital Realty Trust, L.P. 2014 Incentive Award Plan, as amended, or any successor incentive plan) occurs during the Term and, within the time period beginning sixty (60) days prior to such Change in Control and ending on the second anniversary of such Change in Control, Employee is terminated by the Company without Cause or Employee resigns for Good Reason, then, in addition to any other accrued amounts payable to Employee through the Termination Date, Employee shall be entitled to the payments and benefits provided in Section I(A)(i) hereof, subject to the terms and conditions thereof (including the Release requirement set forth in Section I(A)), except that, for purposes of this Section I(B), the Severance Multiple shall be equal to two (2.0) (instead of one (1.0)). For purposes of this Section I(B), in the event that such termination occurs within sixty (60) days prior to such Change in Control, then any amounts that become payable pursuant to this Section I(B) in excess of the amounts paid or payable pursuant to Section I(A)(i) shall be paid no later than the later of the date that is ten (10) days following the date of such Change in Control or the date that is sixty (60) days following the Employee's Termination Date (with the exact date to be determined by the Company in its discretion).

C. ***Death or Disability.*** Subject to the terms of this Agreement, and notwithstanding anything to the contrary contained herein, in the event of a termination of Employee's employment during the Term by reason of Employee's death or Disability, then, in addition to any other accrued amounts payable to Employee through the Termination Date, the Company will pay and provide Employee (or Employee's estate or legal representative) with the following payments and benefits:

(i) payable within sixty (60) days after Employee's Termination Date (with the exact payment date to be determined by the Company in its discretion), a lump-sum severance payment in an amount equal to the sum of (A) Employee's annual base salary as in effect on the Termination Date, plus (B) Employee's target annual bonus for the fiscal year in which the Termination Date occurs, plus (C) the Stub Year Bonus, plus (D) the Prior Year Bonus, if any;

(ii) Employee's outstanding Company equity-based awards shall be subject to the terms and conditions of the applicable Company equity incentive plans and award agreements evidencing such awards, including the vesting and payment provisions thereunder.

A. ***Retirement.***

(i) Benefits. Subject to the terms of this Agreement, in the event of a termination of Employee's employment during or upon the completion of the Term due to Employee's Retirement, the Company shall offer to Employee a consulting agreement ("**Consulting Agreement**") for Employee to provide to the Company consulting services to (x) support on matters that would normally involve the position and role last held by Employee at the Company prior to Employee's Retirement and (y) litigation support and senior client relationship management

services to the Company; and provided that, within the specified period after the Termination Date, (A) Employee timely executes and does not subsequently revoke the Release and (B) enters into the Consulting Agreement, then:

1. if Employee timely and properly elects to continue coverage under a Company-sponsored group health plan pursuant to COBRA, for the Continuation Period, the Company shall pay the full amount of the monthly COBRA premium for Employee and Employee's dependents (if applicable) participating in such plan on the Termination Date; provided, however, that if (A) any plan pursuant to which the Company is providing such coverage is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Code (as defined below) under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover Employee under its group health plans or doing so would jeopardize the tax-qualified status of such plans, then, in either case, an amount equal to the monthly plan premium payment shall thereafter be paid to Employee as currently taxable compensation in substantially equal monthly installments over the continuation period (or the remaining portion thereof); and

2. Employee's outstanding Company equity-based awards shall be subject to the Company's equity incentive plan and award agreements evidencing such awards (including the vesting and payment provisions thereunder) during the term of the Consulting Agreement.

(ii) Consulting Agreement. In the event that Employee and the Company enter into a Consulting Agreement pursuant to Section I(D):

1. The Consulting Agreement shall (A) be entered into prior to or on Employee's Retirement date and be effective immediately upon Employee's Retirement to ensure that there is no lapse in Employee's continued service to the Company, (B) be for a term that ends immediately after the last vesting date to occur of any Company equity-based award held by Employee as of the date of Employee's Retirement, (C) not require Employee to provide more than two hundred fifty (250) hours of consulting services per year, with compensation for such consulting services to be reasonably agreed between Employee and the Company, (D) include such other terms and conditions reasonably prescribed by the Company, and (E) include non-competition, non-solicitation, and other restrictive covenants applicable during and after the term of the Consulting Agreement that are no less protective of the Company than those referenced in Section II of this Exhibit A of the Agreement.

2. The Consulting Agreement and the consulting relationship established thereby may be terminated during the term of such Consulting Agreement by the Company only for "cause" (defined in a manner substantially similar to, and no more expansive in scope than, Cause (as defined below)), and by Employee for any reason. In the event that the Consulting Agreement and the consulting relationship established thereby are terminated (A) by Employee for any reason or (B) by the Company for "cause," any outstanding awards that are unvested at the time of such termination shall

be forfeited without payment of any consideration therefor. In the event the Consulting Agreement and the consulting relationship established thereby are terminated by mutual agreement, the treatment of any outstanding awards held by Employee upon such termination shall be mutually determined by Employee and the Company at the time of such termination.

3. With respect to Employee's Retirement, Employee also agrees that any post-termination covenants contained in this Agreement, any prior employment agreements between Employee and the Company, Employee's Proprietary Information and Inventions Assignment Agreement, and Employee's Employee Confidentiality and Covenant Agreement shall commence upon the expiration or termination of the consulting period (and, for the avoidance of doubt, not upon the termination of Employee's employment) and apply in full force and effect.

4. In the event that the Consulting Agreement and the relationship established thereby are terminated by Employee for any reason or by the Company for "cause," in either case, Employee shall thereupon tender Employee's resignation from all directorships in accordance with Section 4 above, which resignation may be accepted by the Company in its sole discretion.

(iii) Termination of Consulting Agreement Without Cause or Failure to Offer Consulting Agreement. In the event that the Consulting Agreement and the relationship established thereby are terminated by Company without "cause" or the Company fails to offer to Employee a Consulting Agreement in connection with Employee's Retirement, then Employee's outstanding Company equity-based awards shall be subject to the Company's equity incentive plan and award agreements evidencing such awards (including the vesting and payment provisions thereunder).

**II. RELEASE; COMPLIANCE WITH COVENANTS.** Employee acknowledges and agrees that Employee has entered into agreements with the Company containing certain nondisclosure, intellectual property assignment, non-competition, and non-solicitation provisions, including as set forth in a Proprietary Information and Inventions Assignment Agreement and an Employee Confidentiality and Covenant Agreement, and that Employee shall be bound by, and shall continue to comply with Employee's obligations under those agreements and any other agreement between Employee and the Company containing restrictive covenants ("**Restrictive Covenants**"). Notwithstanding anything contained herein, Employee's right to receive the payments and benefits set forth in this Exhibit A are conditioned on and subject to (A) Employee's execution within twenty-one (21) days (or, to the extent required by applicable law, forty-five (45) days) following the Termination Date and non-revocation within seven (7) days thereafter of the Release of claims against the Digital Group, (B) Employee's continued compliance with the Restrictive Covenants.

**III. DEFINITIONS.** For purposes of this Agreement:

A. "**Cause**" means (A) Employee's willful and continued failure to substantially perform Employee's duties with the Company or its subsidiaries or affiliates (other than any such failure resulting from Employee's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Employee by the Company, which demand specifically identifies the manner in which the Company believes that Employee has not substantially performed Employee's duties; (B) Employee's willful

commission of an act of fraud or dishonesty resulting in economic or financial injury to the Company or its subsidiaries or affiliates; (C) Employee's conviction of, or entry by Employee of a guilty or no contest plea to, the commission of a felony or a crime involving moral turpitude; (D) a willful breach by Employee of any fiduciary duty owed to the Company which results in economic or other injury to the Company or its subsidiaries or affiliates; (E) Employee's willful and gross misconduct in the performance of Employee's duties that results in economic or other injury to the Company or its subsidiaries or affiliates; or (F) a material breach by Employee of any of Employee's obligations under any agreement, including this Agreement, with the Company or its subsidiaries or affiliates after written notice is delivered to Employee by the Company which specifically identifies such breach. For purposes of this provision, no act or failure to act on Employee's part will be considered "willful" unless it is done, or omitted to be done, by Employee in bad faith or without reasonable belief that Employee's action or omission was in the best interests of the Company. Notwithstanding the foregoing, in the event Employee incurs a "separation from service" by reason of a termination of Employee's employment by the Company (other than by reason of Employee's death or Disability or pursuant to clause (C) of this paragraph) on or before the second anniversary of a Change in Control or within sixty (60) days prior to such Change in Control, it shall be presumed for purposes of this Agreement that such termination was effected by the Company other than for Cause unless the contrary is established by the Company.

B. "**Disability**" shall mean a disability that qualifies or, had Employee been a participant, would qualify Employee to receive long-term disability payments under the Company's group long-term disability insurance plan or program, as it may be amended from time to time.

C. "**Good Reason**" shall mean the occurrence of any one or more of the following events without Employee's prior written consent, unless the Company corrects the circumstances constituting Good Reason (provided such circumstances are capable of correction) prior to the Termination Date: (A) the Company's assignment to Employee of any duties materially inconsistent with Employee's position (including status, offices, titles, and reporting requirements), authority, duties, or responsibilities, or any other action by the Company which results in a material diminution in such position, authority, duties, or responsibilities, excluding for this purpose an isolated, insubstantial, and inadvertent action not taken in bad faith and which is remedied by the Company; (B) the Company's material reduction of Employee's annual base salary or bonus opportunity, each as in effect on the date hereof or as the same may be increased from time to time; (C) the relocation of the Company's offices at which Employee is principally employed ("**Principal Location**") to a location more than forty-five (45) miles from such location, or the Company's requiring Employee to be based at a location more than forty-five (45) miles from the Principal Location, except for required travel on Company business; or (D) a material breach by the Company of Section 11 of this Agreement. Notwithstanding the foregoing, Employee will not be deemed to have resigned for Good Reason unless (x) Employee provides the Company with written notice of the circumstances constituting Good Reason within thirty (30) days after the initial occurrence or existence of such circumstances, (y) the Company fails to correct the circumstance so identified within thirty (30) days after the receipt of such notice (if capable of correction), and (z) the Termination Date occurs no later than ninety (90) days after the initial occurrence of the event constituting Good Reason.

D. "**Prior Year Bonus**" shall mean, for any Termination Date that occurs between January 1 of any fiscal year and the date that annual bonuses are paid by the Company for the immediately preceding year (the "**Prior Year**"), Employee's target annual bonus (without giving effect to any reduction which constitutes Good Reason) for such Prior Year, unless the Compensation Committee has determined Employee's bonus for such Prior Year, in which case the Prior Year Bonus shall be the bonus determined by the Compensation Committee, if any. The Prior Year Bonus, if any, shall be in lieu of Employee's annual bonus for the Prior Year. There will be no Prior Year Bonus in connection with any Termination Date that occurs on or after the date the Company pays annual bonuses for the Prior Year through the end of the year in which the Termination Date occurs.

E. "**Retirement**" shall mean Employee's voluntary retirement from Employee's employment with the Company at a time when (A) Employee has attained at least fifty-five (55) years of age, (B) Employee has completed at least ten (10) Years of Service (as defined below) with the Company, and (C) Employee's combined age plus Years of Service equals at least seventy (70), provided that Employee has provided the Company with at least twelve (12) months' advance written notice of Employee's retirement (or such other shorter minimum advance written notice that is acceptable to the Board in its sole discretion), which notice shall be provided no earlier than such time as Employee has satisfied the conditions set forth in clauses (A), (B) and (C) above ("**Notice Period**"). For purposes of this Agreement, (x) if, during the Notice Period, Employee's employment is terminated by the Company without Cause, such termination of employment shall be deemed to have occurred by reason of Employee's Retirement for purposes of this Agreement (and, for the avoidance of doubt, Employee will not be entitled to any payments or benefits under this Agreement as if Employee's employment was terminated by the Company without Cause), (y) if, during the Notice Period, Employee's employment is terminated for any other reason, such termination of employment shall not be deemed to have occurred by reason of Employee's Retirement for purposes of this Agreement, and (z) provided that Employee continues in employment with the Company through the Notice Period, Employee's employment shall automatically terminate upon the termination date set forth in such notice (or such other date accepted by the Board).

F. "**Stub Year Bonus**" shall mean the product obtained by multiplying (A) Employee's target annual bonus for the fiscal year in which the Termination Date occurs (without giving effect to any reduction which constitutes Good Reason) multiplied by (B) a fraction, the numerator of which is the number of calendar days that have elapsed in the then current fiscal year through the Termination Date and the denominator of which is 365; *provided, however*, that in the case of Employee's Retirement, "Stub Year Bonus" shall mean the product obtained by multiplying (x) the average annual bonus earned by Employee for the three (3) Company fiscal years immediately preceding the Company fiscal year in which Employee's Retirement occurs multiplied by (y) a fraction, the numerator of which is the number of calendar days that have elapsed in the then current fiscal year through the date of Employee's Retirement and the denominator of which is 365.

G. "**Years of Service**" means the aggregate period of time, expressed as a number of whole years and fractions thereof, during which Employee was an employee of the Company or its subsidiaries or affiliates in paid status.

**Appendix 1**
General Release of Claims

In consideration of the payments and benefits set forth in that certain Executive Severance Agreement, dated [DATE], between the undersigned ("**Employee**"), Digital Realty Trust, Inc. and DLR, LLC ("**Severance Agreement**"), and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Employee does hereby release and forever discharge the "**Releasees**" hereunder, consisting of Digital Realty Trust, Inc., a Maryland corporation, Digital Realty Trust, L.P., a Maryland limited partnership, and DLR, LLC, a Maryland limited liability company (collectively, the "**Company**"), each of their subsidiaries and affiliates, and, in their capacity as such, each of their predecessors, successors, partners, directors, officers, employees, attorneys, and agents of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees, or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "**Claims**"), which Employee now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the service relationship, employment, or termination of service or employment of Employee; any alleged breach of any express or implied contract of employment or other service (including any claim arising under the Severance Agreement); any alleged torts or other alleged legal restrictions on the Releasee's right to terminate the employment or other service of Employee; and any alleged violation of any federal, state, or local statute or ordinance including, without limitation, the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621, et seq.; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. § 2000 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d); the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601 et seq. (the "**FMLA**"); the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the False Claims Act, as amended, 31 U.S.C. § 3729 et seq.; the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, as amended, 29 U.S.C. § 215 et seq.; the Sarbanes-Oxley Act of 2002; the Worker Adjustment Notification and Retaining Act; the California Labor Code; the California Fair Employment and Housing Act, as amended; the California Family Rights Act, as amended; the California Worker Adjustment Notification and Retraining Act; and all other federal, state, and local employment and civil rights laws.

Notwithstanding the foregoing, this Release shall not be construed in any way to operate to release any rights or Claims of Employee (i) to payments and benefits under the Severance Agreement, (ii) to payments or benefits under any agreement between Employee and the Company evidencing outstanding stock options, profits interest units, or other equity-based awards in the Company held by Employee, (iii) to accrued or vested benefits Employee may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract, or agreement with the Company, (iv) for indemnification and/or advancement of expenses, arising under any indemnification agreement between Employee and the Company or under the bylaws, certificate of incorporation, or other similar governing document of the Company, (v) to any rights or benefits that may not be waived pursuant to applicable law, including, without limitation, any right to unemployment insurance benefits, or (vi) to bring to the attention of the Equal Employment Opportunity or California Department of Fair Employment and Housing claims of discrimination, harassment, or retaliation, or (vii) to communicate directly with, cooperate with or provide information to, any federal, state, or local government regulator; *provided, however*, that Employee does release Employee's right to secure damages for any alleged discriminatory,

harassing, or retaliatory treatment (except that nothing in this Release shall be interpreted to prohibit or prevent Employee from recovering an award for filing or participating in any whistleblower complaint filed with the Securities and Exchange Commission).

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

EMPLOYEE, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS EMPLOYEE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT. IN CONNECTION WITH SUCH WAIVER AND RELINQUISHMENT, EMPLOYEE HEREBY ACKNOWLEDGES THAT EMPLOYEE MAY HEREAFTER DISCOVER CLAIMS OR FACTS IN ADDITION TO, OR DIFFERENT FROM, THOSE WHICH HE NOW KNOWS OR BELIEVES TO EXIST, BUT THAT EMPLOYEE EXPRESSLY AGREES TO FULLY, FINALLY, AND FOREVER SETTLE AND RELEASE ANY AND ALL CLAIMS, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHICH EXIST OR MAY EXIST ON EMPLOYEE'S BEHALF AGAINST THE COMPANY AND/OR RELEASEES AT THE TIME OF EXECUTION OF THIS RELEASE.

IN ACCORDANCE WITH THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990, EMPLOYEE IS HEREBY ADVISED AS FOLLOWS:

(A) EMPLOYEE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE;

(B) EMPLOYEE HAS TWENTY-ONE (21) DAYS TO CONSIDER THIS RELEASE BEFORE SIGNING IT;

(C) EMPLOYEE HAS SEVEN (7) DAYS AFTER SIGNING THIS RELEASE TO REVOKE THIS RELEASE, AND THIS RELEASE WILL BECOME EFFECTIVE UPON THE EXPIRATION OF THAT REVOCATION PERIOD; AND

(D) BY SIGNING THIS RELEASE, EMPLOYEE SPECIFICALLY ACKNOWLEDGES THAT EMPLOYEE KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS OR CLAIMS ARISING UP TO AND THROUGH THE DATE OF EXECUTION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967.

If Employee wishes to revoke his acceptance of this Release, Employee must deliver such notice in writing, no later than 5:00 p.m. Pacific Time on the 7th day following his signature to [NAME], [TITLE], Human Resources of the Company, at emailaddress@digitalrealty.com by e-mail. If Employee does not revoke acceptance of this Release within the seven (7) day period,

Employee's acceptance of this Agreement shall become binding and enforceable on the eighth day following the date Employee executed this Release.

Employee represents and warrants that there has been no assignment or other transfer of any interest in any Claim which Employee may have against the Releasees, or any of them, and Employee agrees to indemnify and hold the Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses, and attorneys' fees incurred by the Releasees, or any of them, as the result of any such assignment or transfer of any rights or Claims. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against Employee under this indemnity.

Employee represents that Employee has no lawsuits, Claims, or actions pending in Employee's name, or on behalf of Employee or any other person or entity, against any of the Releasees. Employee agrees that Employee will not voluntarily provide assistance, information, or advice, directly or indirectly (including through agents or attorneys), to any person or entity in connection with any actual or potential Claim or cause of action of any kind against the Releasees and that Employee shall not induce or encourage any person or entity to do so, unless compelled or authorized to do so by law. Notwithstanding the foregoing, Employee retains the right to file a charge with the Equal Employment Opportunity Commission and equivalent state and local agencies, and to cooperate with investigations by any such agency.

Employee acknowledges and represents that Employee has not suffered any discrimination or harassment by any of the Releasees on account of race, gender, national origin, religion, marital or registered domestic partner status, sexual orientation, age, disability, veteran status, medical condition, or any other characteristic protected by applicable law. Employee acknowledges and represents that Employee has not been denied any leave, benefits, or rights to which Employee may have been entitled under the FMLA or any other federal or state law, and that Employee has not suffered any job-related wrongs or injuries for which Employee might be entitled to compensation or relief. Employee further acknowledges and represents that, other than the benefits that will be provided to Employee pursuant to the Severance Agreement, Employee has been paid all wages, bonuses, compensation, benefits, and other amounts that any of the Releasees has ever owed to Employee, and Employee is not entitled to any additional compensation, severance, or benefits after the date hereof, with the sole exception of any benefit the right to which has vested under the express terms of a Company benefit plan document. Employee represents and warrants that all of the factual representations made herein are true in all material respects.

In addition, Employee acknowledges and agrees that Employee is bound by certain covenants and provisions set forth in the Severance Agreement as well as in the Employee Confidentiality and Covenant Agreement ("**ECCA**") and Proprietary Information and Inventions Assignment Agreement ("**PIIAA**"), if any, and that such covenants and provisions shall survive the termination of Employee's employment with the Company and shall remain in full force and effect in accordance with the terms of the Severance Agreement, ECCA, and PIIAA. Employee further acknowledges and agrees that Employee's right to receive the payment and benefits set forth in the Severance Agreement is conditioned on and subject to Employee's continued compliance with the restrictive covenants set forth in the Severance Agreement, ECCA, and PIIAA. Notwithstanding anything herein or in the Severance Agreement or the ECCA or PIIAA to the contrary, Employee acknowledges and agrees that, pursuant to 18 USC Section 1833(b), Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of

reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Employee agrees that if Employee hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against the Releasees, or any of them, any of the Claims released hereunder, then Employee agrees to pay to the Releasees, and each of them, in addition to any other damages caused to the Releasees thereby, all attorneys' fees incurred by the Releasees in defending or otherwise responding to said suit or Claim; *provided, that*, this paragraph shall not apply with respect to any compulsory counterclaims, within the meaning of Rule 13(a) of the Federal Rules of Civil Procedure, asserted by Employee against the Releasees bringing claims against Employee as set forth above.

Employee further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to Employee.

Employee agrees that if any provision of this Release is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Release and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. Employee understands that this Release, together with the Severance Agreement and any ECCA and/or PIIAA executed by Employee, constitutes the complete, final, and exclusive embodiment of the entire agreement between Employee and the Company with regard to the subject matter hereof. Employee is not relying on any promise or representation by the Company that is not expressly stated therein. The Parties further understand and agree that this Release may be amended only by a written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this Release on [DATE].

[EMPLOYEE]

**Exhibit 21.1**

**List of Subsidiaries of Digital Realty Trust, Inc.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| 1100 Space Park Holding Company LLC | Delaware |
| 1100 Space Park LLC | Delaware |
| 150 South First Street, LLC | Delaware |
| 1500 Space Park Holdings, LLC | Delaware |
| 1500 Space Park Partners, LLC | Delaware |
| 1525 Comstock Partners, LLC | California |
| 1550 Space Park Partners, LLC | Delaware |
| 200 Paul Holding Company, LLC | Delaware |
| 200 Paul, LLC | Delaware |
| 2001 Sixth Holdings LLC | Delaware |
| 2001 Sixth LLC | Delaware |
| 2020 Fifth Avenue LLC | Delaware |
| 2045-2055 LaFayette Street, LLC | Delaware |
| 2334 Lundy Holding Company LLC | Delaware |
| 2334 Lundy LLC | Delaware |
| 651 Walsh Partners, LLC | Delaware |
| Alshain Ventures LLC | Delaware |
| Ascenty Chile SpA | Chile |
| Ascenty Data Centers e Telecomunicoes S.A. | Brazil |
| Ascenty GP LLC | Delaware |
| Ascenty Holdings L.P. | Delaware |
| Ascenty LLC | Delaware |
| Ascenty Mexico Holding Ltd. | United Kingdom (England and Wales) |
| Ascenty Participações S.A. | Brazil |
| Ashburn Corporate Center Owners Association, Inc. | Virginia |
| Ashburn Corporate Center Phase I Unit Owners Association | Virginia |
| Beaver Ventures LLC | Delaware |
| Blue Sling ACC 10, LLC | Delaware |
| Blue Sling ACC 2, LLC | Delaware |
| Blue Sling ACC 9, LLC | Delaware |
| Blue Sling Ventures, LLC | Delaware |
| BNY-Somerset NJ, LLC | Delaware |
| Collins Technology Park Partners, LLC | Delaware |
| Colo Properties Atlanta, LLC | Delaware |
| Cosmic Ventures LLC | Delaware |
| DBT, LLC | Maryland |
| Devin Shafron E and F Land Condominium Owners Association, Inc. | Virginia |
| DF Property Manangement LLC | Delaware |
| DFT Canada LP LLC | Delaware |
| DFT Moose GP LLC | Delaware |
| Digital - Bryan Street Partnership, L.P. | Texas |
| Digital 113 N. Myers, LLC | Delaware |
| Digital 1201 Comstock, LLC | Delaware |
| Digital 125 N. Myers, LLC | Delaware |
| Digital 128 First Avenue, LLC | Delaware |

**Exhibit 21.1**

**List of Subsidiaries of Digital Realty Trust, Inc.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital 1350 Duane, LLC | Delaware |
| Digital 1500 Space Park Borrower, LLC | Delaware |
| Digital 1500 Space Park, LLC | Delaware |
| Digital 1550 Space Park, LLC | Delaware |
| Digital 1725 Comstock, LLC | Delaware |
| Digital 2020 Fifth Avenue Investor, LLC | Delaware |
| Digital 21110 Ridgetop, LLC | Delaware |
| Digital 2121 South Price, LLC | Delaware |
| Digital 21561-21571 Beaumeade Circle, LLC | Delaware |
| Digital 2260 East El Segundo, LLC | Delaware |
| Digital 3011 Lafayette, LLC | Delaware |
| Digital 365 Main, LLC | Delaware |
| Digital 3825 NW Aloclek Place, LLC | Delaware |
| Digital 45845-45901 Nokes Boulevard, LLC | Delaware |
| Digital 55 Middlesex, LLC | Delaware |
| Digital 60 & 80 Merritt, LLC | Delaware |
| Digital 717 GP, LLC | Delaware |
| Digital 717 Leonard, L.P. | Texas |
| Digital 717 LP, LLC | Delaware |
| Digital 720 2nd, LLC | Delaware |
| Digital 89th Place, LLC | Delaware |
| Digital Akard, LLC | Delaware |
| Digital Alfred, LLC | Delaware |
| Digital Aquila, LLC | Delaware |
| Digital Arizona Research Park II, LLC | Delaware |
| Digital Ashburn CS, LLC | Delaware |
| Digital Asia, LLC | Delaware |
| Digital Australia Finco Pty Ltd | Australia |
| Digital Australia Investment Management Pty Limited | Australia |
| Digital BH 800 Holdco, LLC | Delaware |
| Digital BH 800 M, LLC | Delaware |
| Digital BH 800, LLC | Delaware |
| Digital Bièvres SCI | France |
| Digital Cabot, LLC | Delaware |
| Digital Chelsea, LLC | Delaware |
| Digital Collins Technology Park Investor, LLC | Delaware |
| Digital Commerce Boulevard, LLC | Delaware |
| Digital Concord Center, LLC | Delaware |
| Digital Connect, LLC | Delaware |
| Digital Crawley 1 S.à r.l. | Luxembourg |
| Digital Crawley 2 S.à r.l. | Luxembourg |
| Digital Crawley 3 S.à r.l. | Luxembourg |
| Digital Deer Park 2, LLC | Delaware |
| Digital Deer Park 3, LLC | Delaware |
| Digital Doug Davis, LLC | Delaware |
| Digital Dutch Finco B.V. | Netherlands |
| Digital East Cornell, LLC | Delaware |

**Exhibit 21.1**

**List of Subsidiaries of Digital Realty Trust, Inc.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital Erskine Park 2, LLC | Delaware |
| Digital Erskine Park 3, LLC | Delaware |
| Digital Erskine Park 4, LLC | Delaware |
| Digital Euro Finco GP, LLC | Delaware |
| Digital Euro Finco Partner Limited | British Virgin Islands |
| Digital Euro Finco, L.P. | United Kingdom (Scotland) |
| Digital Euro Finco, LLC | Delaware |
| Digital Federal Systems, LLC | Delaware |
| Digital Filigree, LLC | Delaware |
| Digital Frankfurt 2 B.V. | Netherlands |
| Digital Frankfurt GmbH | Germany |
| Digital Garland, LLC | Delaware |
| Digital Germany Cheetah GmbH | Germany |
| Digital Germany Holding, LLC | Delaware |
| Digital Gough, LLC | Delaware |
| Digital Grand Avenue 2, LLC | Delaware |
| Digital Grand Avenue 3, LLC | Delaware |
| Digital Grand Avenue, LLC | Delaware |
| Digital Greenfield B.V. | Netherlands |
| Digital Greenspoint, L.P. | Texas |
| Digital Greenspoint, LLC | Delaware |
| Digital HK JV Holding Limited | British Virgin Islands |
| Digital Hoofddorp 2 B.V. | Netherlands |
| Digital Hoofddorp B.V. | Netherlands |
| Digital Intrepid Holding B.V. | Netherlands |
| Digital Investment Management Pte. Ltd. | Singapore |
| Digital Investments Holding, LLC | Delaware |
| Digital Japan 1 Pte. Ltd. | Singapore |
| Digital Japan 2 Pte. Ltd. | Singapore |
| Digital Japan Holding Pte. Ltd. | Singapore |
| Digital Japan Investment Management GK | Japan |
| Digital Japan, LLC | Delaware |
| Digital Korea, LLC | Delaware |
| Digital Lafayette Chantilly, LLC | Delaware |
| Digital Lafayette, LLC | Delaware |
| Digital Lakeside 2, LLC | Delaware |
| Digital Lakeside 3, LLC | Delaware |
| Digital Lakeside Holdings, LLC | Delaware |
| Digital Lakeside, LLC | Delaware |
| Digital Lewisville, LLC | Delaware |
| Digital London Limited | United Kingdom (England and Wales) |
| Digital Loudoun 3, LLC | Delaware |
| Digital Loudoun II, LLC | Delaware |
| Digital Loudoun IV, LLC | Delaware |
| Digital Loudoun Parkway Center North, LLC | Delaware |
| Digital Luxembourg II S.à r.l. | Luxembourg |

**Exhibit 21.1**

**List of Subsidiaries of Digital Realty Trust, Inc.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital Luxembourg III S.à r.l. | Luxembourg |
| Digital Luxembourg S.à r.l. | Luxembourg |
| Digital Macquarie Park, LLC | Delaware |
| Digital Midway GP, LLC | Delaware |
| Digital Midway, L.P. | Texas |
| Digital Montigny SCI | France |
| Digital Moran Holdings, LLC | Delaware |
| Digital MP, LLC | Delaware |
| Digital Netherlands 10 B.V. | Netherlands |
| Digital Netherlands 11 B.V. | Netherlands |
| Digital Netherlands 12 B.V. | Netherlands |
| Digital Netherlands 13 B.V. | Netherlands |
| Digital Netherlands I B.V. | Netherlands |
| Digital Netherlands II B.V. | Netherlands |
| Digital Netherlands III (Dublin) B.V. | Netherlands |
| Digital Netherlands IV B.V. | Netherlands |
| Digital Netherlands IV Holdings B.V. | Netherlands |
| Digital Netherlands IX B.V. | Netherlands |
| Digital Netherlands V B.V. | Netherlands |
| Digital Netherlands VII B.V. | Netherlands |
| Digital Netherlands VIII B.V. | Netherlands |
| Digital Network Services, LLC | Delaware |
| Digital Northlake, LLC | Delaware |
| Digital Norwood Park 2, LLC | Delaware |
| Digital Osaka 1 TMK | Japan |
| Digital Osaka 2 TMK | Japan |
| Digital Osaka 3 TMK | Japan |
| Digital Osaka 4 TMK | Japan |
| Digital Paris Holding SARL | France |
| Digital Phoenix Van Buren, LLC | Delaware |
| Digital Piscataway, LLC | Delaware |
| Digital Printers Square, LLC | Delaware |
| Digital Realty (Blanchardstown) Limited | Ireland |
| Digital Realty (Cressex) S.à r.l. | Luxembourg |
| Digital Realty (Management Company) Limited | Ireland |
| Digital Realty (Manchester) S.à r.l. | Luxembourg |
| Digital Realty (Redhill) S.à r.l. | Luxembourg |
| Digital Realty (UK) Limited | United Kingdom (England and Wales) |
| Digital Realty (Welwyn) S.à r.l. | Luxembourg |
| Digital Realty Canada, Inc. | British Columbia |
| Digital Realty Core Properties 1 Investor, LLC | Delaware |
| Digital Realty Core Properties 1 Manager, LLC | Delaware |
| Digital Realty Core Properties 2 Investor, LLC | Delaware |
| Digital Realty Core Properties 2 Manager, LLC | Delaware |
| Digital Realty Datafirm 2, LLC | Delaware |
| Digital Realty Datafirm, LLC | Delaware |

**Exhibit 21.1**

**List of Subsidiaries of Digital Realty Trust, Inc.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital Realty Germany GmbH | Germany |
| Digital Realty Holdings US, LLC | Delaware |
| Digital Realty Korea Ltd. | Korea, South |
| Digital Realty Management France SARL | France |
| Digital Realty Management Services, LLC | Delaware |
| Digital Realty Mauritius Holdings Limited | Mauritius |
| Digital Realty Netherlands B.V. | Netherlands |
| Digital Realty Property Manager, LLC | Delaware |
| Digital Realty Trust, L.P. | Maryland |
| Digital Realty Trust, LLC | Delaware |
| Digital Relocation Drive, LLC | Delaware |
| Digital Saclay SCI | France |
| Digital Savvis HK Holding 1 Limited | British Virgin Islands |
| Digital Savvis HK JV Limited | British Virgin Islands |
| Digital Savvis Investment Management HK Limited | Hong Kong |
| Digital Savvis Management Subsidiary Limited | Hong Kong |
| Digital Second Manassas 2, LLC | Delaware |
| Digital Second Manassas, LLC | Delaware |
| Digital Seoul No. 1 PIA Professional Investors Private Real Estate Investment LLC | Korea, South |
| Digital Services Hong Kong Limited | Hong Kong |
| Digital Services Phoenix, LLC | Delaware |
| Digital Services, Inc. | Maryland |
| Digital Sierra Insurance Limited | Nevada |
| Digital Singapore 1 Pte. Ltd. | Singapore |
| Digital Singapore 2 Pte. Ltd. | Singapore |
| Digital Singapore Jurong East Pte. Ltd. | Singapore |
| Digital Sixth & Virginia, LLC | Delaware |
| Digital Sling Investor, LLC | Delaware |
| Digital South Price 2, LLC | Delaware |
| Digital Stellar Holding, LLC | Maryland |
| Digital Stellar Newco, LLC | Delaware |
| Digital Stellar Sub, LLC | Maryland |
| Digital Sterling Premier, LLC | Delaware |
| Digital Stout Holding, LLC | Delaware |
| Digital Tokyo 1 TMK | Japan |
| Digital Toronto Business Trust | Maryland |
| Digital Toronto Nominee, Inc. | British Columbia |
| Digital Totowa, LLC | Delaware |
| Digital Towerview, LLC | Delaware |
| Digital Trade Street, LLC | Delaware |
| Digital UK Finco, LLC | Delaware |
| Digital Walsh Holding, LLC | Delaware |
| Digital Waltham, LLC | Delaware |
| Digital Waterview, LLC | Delaware |
| Digital WBX 2, LLC | Delaware |
| Digital Western Lands, LLC | Delaware |

**Exhibit 21.1**

**List of Subsidiaries of Digital Realty Trust, Inc.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital Winter, LLC | Delaware |
| Digital WL 0419, LLC | Delaware |
| Digital WL 1968, LLC | Delaware |
| Digital WL 2322, LLC | Delaware |
| Digital WL 2834, LLC | Delaware |
| Digital WL 5459, LLC | Delaware |
| Digital WL 5628, LLC | Delaware |
| Digital-Bryan Street, LLC | Delaware |
| Digital-GCEAR1 (Ashburn), LLC | Delaware |
| Digital-PR Beaumeade Circle, LLC | Delaware |
| Digital-PR Devin Shafron E, LLC | Delaware |
| Digital-PR Dorothy, LLC | Delaware |
| Digital-PR FAA, LLC | Delaware |
| Digital-PR Mason King Court, LLC | Delaware |
| Digital-PR Old Ironsides 1, LLC | Delaware |
| Digital-PR Old Ironsides 2, LLC | Delaware |
| Digital-PR Toyama, LLC | Delaware |
| Digital-PR Venture, LLC | Delaware |
| Digital-PR Zanker, LLC | Delaware |
| Dipper Ventures LLC | Delaware |
| DLR 800 Central, LLC | Delaware |
| DLR LLC | Maryland |
| DN 39J 7A, LLC | Delaware |
| DRT Greenspoint, LLC | Delaware |
| DRT-Bryan Street, LLC | Delaware |
| DuPont Fabros Technology, L.P. | Maryland |
| Elk Ventures LLC | Delaware |
| Fawn Ventures LLC | Delaware |
| Fox Properties LLC | Delaware |
| Gazelle Ventures LLC | Delaware |
| GIP 7th Street Holding Company, LLC | Delaware |
| GIP 7th Street, LLC | Delaware |
| GIP Alpha General Partner, LLC | Delaware |
| GIP Alpha Limited Partner, LLC | Delaware |
| GIP Alpha, L.P. | Texas |
| GIP Fairmont Holding Company, LLC | Delaware |
| GIP Stoughton, LLC | Delaware |
| Global Lafayette Street Holding Company, LLC | Delaware |
| Global Marsh General Partner, LLC | Delaware |
| Global Marsh Limited Partner, LLC | Delaware |
| Global Marsh Member, LLC | Delaware |
| Global Marsh Property Owner, L.P. | Texas |
| Global Miami Acquisition Company, LLC | Delaware |
| Global Miami Holding Company, LLC | Delaware |
| Global Riverside, LLC | Delaware |
| Global Stanford Place II, LLC | Delaware |
| Global Webb, L.P. | Texas |

**Exhibit 21.1**

**List of Subsidiaries of Digital Realty Trust, Inc.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Global Webb, LLC | Delaware |
| Global Weehawken Acquisition Company, LLC | Delaware |
| Global Weehawken Holding Company, LLC | Delaware |
| Grizzly Ventures LLC | Delaware |
| Hawk Ventures LLC | Delaware |
| Interpeid II B.V. | Netherlands |
| Intrepid I B.V. | Netherlands |
| Lemur Properties LLC | Delaware |
| Loudoun Exchange Owners Association, Inc. | Virginia |
| MC Digital Realty Inc. | Japan |
| Moose Ventures LP | Delaware |
| Moran Road Partners, LLC | Delaware |
| Penguins OP Sub 2, LLC | Maryland |
| Porpoise Ventures LLC | Delaware |
| Quill Equity LLC | Delaware |
| Redhill Park Limited | United Kingdom (England and Wales) |
| Rhino Equity LLC | Delaware |
| Sentrum (Croydon) Limited | Isle of Man |
| Sentrum Holdings Limited | British Virgin Islands |
| Sentrum III Limited | British Virgin Islands |
| Sentrum IV Limited | British Virgin Islands |
| Sentrum Limited | United Kingdom (England and Wales) |
| Sixth & Virginia Holdings, LLC | Delaware |
| Sixth & Virginia Properties | Washington |
| Sovereign House Jersey Limited | Jersey |
| Stellar Canada Holding, LLC | Maryland |
| Stellar JV GP, LLC | Delaware |
| Stellar JV, LP | Ontario |
| Stellar Participações S.A. | Brazil |
| Tarantula Ventures LLC | Delaware |
| Techno Park Holdings LLC | Delaware |
| Telx - Charlotte, LLC | Delaware |
| Telx - Chicago Federal, LLC | Delaware |
| Telx - Chicago Lakeside, LLC | Delaware |
| Telx - Clifton, LLC | Delaware |
| Telx - Clifton-I, LLC | Delaware |
| Telx - Dallas, LLC | Delaware |
| Telx - Los Angeles, LLC | Delaware |
| Telx - Miami, LLC | Delaware |
| Telx - New York 111 8th, LLC | Delaware |
| Telx - New York 6th Ave LLC | Delaware |
| Telx - New York, LLC | Delaware |
| Telx - Phoenix, LLC | Delaware |
| Telx - Portland, LLC | Delaware |
| Telx - San Francisco, LLC | Delaware |

**Exhibit 21.1**

**List of Subsidiaries of Digital Realty Trust, Inc.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Telx - Santa Clara, LLC | Delaware |
| Telx - Seattle, LLC | Delaware |
| Telx - Weehawken, LLC | Delaware |
| Telx Ashburn, LLC | Delaware |
| Telx Atlanta 2, LLC | Delaware |
| Telx Boston, LLC | Delaware |
| Telx Grand Avenue, LLC | Delaware |
| Telx Real Estate Holdings, LLC | Delaware |
| Telx Richardson, LLC | Delaware |
| Telx, LLC | Delaware |
| The Sentinel-Needham Primary Condominium Trust | Massachusetts |
| Viridi Data Paris 2 SAS | France |
| Waspar Limited | Ireland |
| Xeres Management LLC | Delaware |
| Xeres Ventures LP | Delaware |
| Yak Ventures LLC | Delaware |

**Exhibit 21.2**

**List of Subsidiaries of Digital Realty Trust, L.P.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| 1100 Space Park Holding Company LLC | Delaware |
| 1100 Space Park LLC | Delaware |
| 150 South First Street, LLC | Delaware |
| 1500 Space Park Holdings, LLC | Delaware |
| 1500 Space Park Partners, LLC | Delaware |
| 1525 Comstock Partners, LLC | California |
| 1550 Space Park Partners, LLC | Delaware |
| 200 Paul Holding Company, LLC | Delaware |
| 200 Paul, LLC | Delaware |
| 2001 Sixth Holdings LLC | Delaware |
| 2001 Sixth LLC | Delaware |
| 2020 Fifth Avenue LLC | Delaware |
| 2045-2055 LaFayette Street, LLC | Delaware |
| 2334 Lundy Holding Company LLC | Delaware |
| 2334 Lundy LLC | Delaware |
| 651 Walsh Partners, LLC | Delaware |
| Alshain Ventures LLC | Delaware |
| Ascenty Chile SpA | Chile |
| Ascenty Data Centers e Telecomunicoes S.A. | Brazil |
| Ascenty GP LLC | Delaware |
| Ascenty Holdings L.P. | Delaware |
| Ascenty LLC | Delaware |
| Ascenty Mexico Holding Ltd. | United Kingdom (England and Wales) |
| Ascenty Participações S.A. | Brazil |
| Ashburn Corporate Center Owners Association, Inc. | Virginia |
| Ashburn Corporate Center Phase I Unit Owners Association | Virginia |
| Beaver Ventures LLC | Delaware |
| Blue Sling ACC 10, LLC | Delaware |
| Blue Sling ACC 2, LLC | Delaware |
| Blue Sling ACC 9, LLC | Delaware |
| Blue Sling Ventures, LLC | Delaware |
| BNY-Somerset NJ, LLC | Delaware |
| Collins Technology Park Partners, LLC | Delaware |
| Colo Properties Atlanta, LLC | Delaware |
| Cosmic Ventures LLC | Delaware |
| DBT, LLC | Maryland |
| Devin Shafron E and F Land Condominium Owners Association, Inc. | Virginia |
| DF Property Manangement LLC | Delaware |
| DFT Canada LP LLC | Delaware |
| DFT Moose GP LLC | Delaware |
| Digital - Bryan Street Partnership, L.P. | Texas |
| Digital 113 N. Myers, LLC | Delaware |
| Digital 1201 Comstock, LLC | Delaware |
| Digital 125 N. Myers, LLC | Delaware |
| Digital 128 First Avenue, LLC | Delaware |
| Digital 1350 Duane, LLC | Delaware |

**Exhibit 21.2**

**List of Subsidiaries of Digital Realty Trust, L.P.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital 1500 Space Park Borrower, LLC | Delaware |
| Digital 1500 Space Park, LLC | Delaware |
| Digital 1550 Space Park, LLC | Delaware |
| Digital 1725 Comstock, LLC | Delaware |
| Digital 2020 Fifth Avenue Investor, LLC | Delaware |
| Digital 21110 Ridgetop, LLC | Delaware |
| Digital 2121 South Price, LLC | Delaware |
| Digital 21561-21571 Beaumeade Circle, LLC | Delaware |
| Digital 2260 East El Segundo, LLC | Delaware |
| Digital 3011 Lafayette, LLC | Delaware |
| Digital 365 Main, LLC | Delaware |
| Digital 3825 NW Aloclek Place, LLC | Delaware |
| Digital 45845-45901 Nokes Boulevard, LLC | Delaware |
| Digital 55 Middlesex, LLC | Delaware |
| Digital 60 & 80 Merritt, LLC | Delaware |
| Digital 717 GP, LLC | Delaware |
| Digital 717 Leonard, L.P. | Texas |
| Digital 717 LP, LLC | Delaware |
| Digital 720 2nd, LLC | Delaware |
| Digital 89th Place, LLC | Delaware |
| Digital Akard, LLC | Delaware |
| Digital Alfred, LLC | Delaware |
| Digital Aquila, LLC | Delaware |
| Digital Arizona Research Park II, LLC | Delaware |
| Digital Ashburn CS, LLC | Delaware |
| Digital Asia, LLC | Delaware |
| Digital Australia Finco Pty Ltd | Australia |
| Digital Australia Investment Management Pty Limited | Australia |
| Digital BH 800 Holdco, LLC | Delaware |
| Digital BH 800 M, LLC | Delaware |
| Digital BH 800, LLC | Delaware |
| Digital Bièvres SCI | France |
| Digital Cabot, LLC | Delaware |
| Digital Chelsea, LLC | Delaware |
| Digital Collins Technology Park Investor, LLC | Delaware |
| Digital Commerce Boulevard, LLC | Delaware |
| Digital Concord Center, LLC | Delaware |
| Digital Connect, LLC | Delaware |
| Digital Crawley 1 S.à r.l. | Luxembourg |
| Digital Crawley 2 S.à r.l. | Luxembourg |
| Digital Crawley 3 S.à r.l. | Luxembourg |
| Digital Deer Park 2, LLC | Delaware |
| Digital Deer Park 3, LLC | Delaware |
| Digital Doug Davis, LLC | Delaware |
| Digital Dutch Finco B.V. | Netherlands |
| Digital East Cornell, LLC | Delaware |
| Digital Erskine Park 2, LLC | Delaware |

**Exhibit 21.2**

**List of Subsidiaries of Digital Realty Trust, L.P.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital Erskine Park 3, LLC | Delaware |
| Digital Erskine Park 4, LLC | Delaware |
| Digital Euro Finco GP, LLC | Delaware |
| Digital Euro Finco Partner Limited | British Virgin Islands |
| Digital Euro Finco, L.P. | United Kingdom (Scotland) |
| Digital Euro Finco, LLC | Delaware |
| Digital Federal Systems, LLC | Delaware |
| Digital Filigree, LLC | Delaware |
| Digital Frankfurt 2 B.V. | Netherlands |
| Digital Frankfurt GmbH | Germany |
| Digital Garland, LLC | Delaware |
| Digital Germany Cheetah GmbH | Germany |
| Digital Germany Holding, LLC | Delaware |
| Digital Gough, LLC | Delaware |
| Digital Grand Avenue 2, LLC | Delaware |
| Digital Grand Avenue 3, LLC | Delaware |
| Digital Grand Avenue, LLC | Delaware |
| Digital Greenfield B.V. | Netherlands |
| Digital Greenspoint, L.P. | Texas |
| Digital Greenspoint, LLC | Delaware |
| Digital HK JV Holding Limited | British Virgin Islands |
| Digital Hoofddorp 2 B.V. | Netherlands |
| Digital Hoofddorp B.V. | Netherlands |
| Digital Intrepid Holding B.V. | Netherlands |
| Digital Investment Management Pte. Ltd. | Singapore |
| Digital Investments Holding, LLC | Delaware |
| Digital Japan 1 Pte. Ltd. | Singapore |
| Digital Japan 2 Pte. Ltd. | Singapore |
| Digital Japan Holding Pte. Ltd. | Singapore |
| Digital Japan Investment Management GK | Japan |
| Digital Japan, LLC | Delaware |
| Digital Korea, LLC | Delaware |
| Digital Lafayette Chantilly, LLC | Delaware |
| Digital Lafayette, LLC | Delaware |
| Digital Lakeside 2, LLC | Delaware |
| Digital Lakeside 3, LLC | Delaware |
| Digital Lakeside Holdings, LLC | Delaware |
| Digital Lakeside, LLC | Delaware |
| Digital Lewisville, LLC | Delaware |
| Digital London Limited | United Kingdom (England and Wales) |
| Digital Loudoun 3, LLC | Delaware |
| Digital Loudoun II, LLC | Delaware |
| Digital Loudoun IV, LLC | Delaware |
| Digital Loudoun Parkway Center North, LLC | Delaware |
| Digital Luxembourg II S.à r.l. | Luxembourg |
| Digital Luxembourg III S.à r.l. | Luxembourg |

**Exhibit 21.2**

**List of Subsidiaries of Digital Realty Trust, L.P.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital Luxembourg S.à r.l. | Luxembourg |
| Digital Macquarie Park, LLC | Delaware |
| Digital Midway GP, LLC | Delaware |
| Digital Midway, L.P. | Texas |
| Digital Montigny SCI | France |
| Digital Moran Holdings, LLC | Delaware |
| Digital MP, LLC | Delaware |
| Digital Netherlands 10 B.V. | Netherlands |
| Digital Netherlands 11 B.V. | Netherlands |
| Digital Netherlands 12 B.V. | Netherlands |
| Digital Netherlands 13 B.V. | Netherlands |
| Digital Netherlands I B.V. | Netherlands |
| Digital Netherlands II B.V. | Netherlands |
| Digital Netherlands III (Dublin) B.V. | Netherlands |
| Digital Netherlands IV B.V. | Netherlands |
| Digital Netherlands IV Holdings B.V. | Netherlands |
| Digital Netherlands IX B.V. | Netherlands |
| Digital Netherlands V B.V. | Netherlands |
| Digital Netherlands VII B.V. | Netherlands |
| Digital Netherlands VIII B.V. | Netherlands |
| Digital Network Services, LLC | Delaware |
| Digital Northlake, LLC | Delaware |
| Digital Norwood Park 2, LLC | Delaware |
| Digital Osaka 1 TMK | Japan |
| Digital Osaka 2 TMK | Japan |
| Digital Osaka 3 TMK | Japan |
| Digital Osaka 4 TMK | Japan |
| Digital Paris Holding SARL | France |
| Digital Phoenix Van Buren, LLC | Delaware |
| Digital Piscataway, LLC | Delaware |
| Digital Printers Square, LLC | Delaware |
| Digital Realty (Blanchardstown) Limited | Ireland |
| Digital Realty (Cressex) S.à r.l. | Luxembourg |
| Digital Realty (Management Company) Limited | Ireland |
| Digital Realty (Manchester) S.à r.l. | Luxembourg |
| Digital Realty (Redhill) S.à r.l. | Luxembourg |
| Digital Realty (UK) Limited | United Kingdom (England and Wales) |
| Digital Realty (Welwyn) S.à r.l. | Luxembourg |
| Digital Realty Canada, Inc. | British Columbia |
| Digital Realty Core Properties 1 Investor, LLC | Delaware |
| Digital Realty Core Properties 1 Manager, LLC | Delaware |
| Digital Realty Core Properties 2 Investor, LLC | Delaware |
| Digital Realty Core Properties 2 Manager, LLC | Delaware |
| Digital Realty Datafirm 2, LLC | Delaware |
| Digital Realty Datafirm, LLC | Delaware |
| Digital Realty Germany GmbH | Germany |

**Exhibit 21.2**

**List of Subsidiaries of Digital Realty Trust, L.P.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital Realty Holdings US, LLC | Delaware |
| Digital Realty Korea Ltd. | Korea, South |
| Digital Realty Management France SARL | France |
| Digital Realty Management Services, LLC | Delaware |
| Digital Realty Mauritius Holdings Limited | Mauritius |
| Digital Realty Netherlands B.V. | Netherlands |
| Digital Realty Property Manager, LLC | Delaware |
| Digital Realty Trust, LLC | Delaware |
| Digital Relocation Drive, LLC | Delaware |
| Digital Saclay SCI | France |
| Digital Savvis HK Holding 1 Limited | British Virgin Islands |
| Digital Savvis HK JV Limited | British Virgin Islands |
| Digital Savvis Investment Management HK Limited | Hong Kong |
| Digital Savvis Management Subsidiary Limited | Hong Kong |
| Digital Second Manassas 2, LLC | Delaware |
| Digital Second Manassas, LLC | Delaware |
| Digital Seoul No. 1 PIA Professional Investors Private Real Estate Investment LLC | Korea, South |
| Digital Services Hong Kong Limited | Hong Kong |
| Digital Services Phoenix, LLC | Delaware |
| Digital Services, Inc. | Maryland |
| Digital Sierra Insurance Limited | Nevada |
| Digital Singapore 1 Pte. Ltd. | Singapore |
| Digital Singapore 2 Pte. Ltd. | Singapore |
| Digital Singapore Jurong East Pte. Ltd. | Singapore |
| Digital Sixth & Virginia, LLC | Delaware |
| Digital Sling Investor, LLC | Delaware |
| Digital South Price 2, LLC | Delaware |
| Digital Stellar Holding, LLC | Maryland |
| Digital Stellar Newco, LLC | Delaware |
| Digital Stellar Sub, LLC | Maryland |
| Digital Sterling Premier, LLC | Delaware |
| Digital Stout Holding, LLC | Delaware |
| Digital Tokyo 1 TMK | Japan |
| Digital Toronto Business Trust | Maryland |
| Digital Toronto Nominee, Inc. | British Columbia |
| Digital Totowa, LLC | Delaware |
| Digital Towerview, LLC | Delaware |
| Digital Trade Street, LLC | Delaware |
| Digital UK Finco, LLC | Delaware |
| Digital Walsh Holding, LLC | Delaware |
| Digital Waltham, LLC | Delaware |
| Digital Waterview, LLC | Delaware |
| Digital WBX 2, LLC | Delaware |
| Digital Western Lands, LLC | Delaware |
| Digital Winter, LLC | Delaware |
| Digital WL 0419, LLC | Delaware |

**Exhibit 21.2**

**List of Subsidiaries of Digital Realty Trust, L.P.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Digital WL 1968, LLC | Delaware |
| Digital WL 2322, LLC | Delaware |
| Digital WL 2834, LLC | Delaware |
| Digital WL 5459, LLC | Delaware |
| Digital WL 5628, LLC | Delaware |
| Digital-Bryan Street, LLC | Delaware |
| Digital-GCEAR1 (Ashburn), LLC | Delaware |
| Digital-PR Beaumeade Circle, LLC | Delaware |
| Digital-PR Devin Shafron E, LLC | Delaware |
| Digital-PR Dorothy, LLC | Delaware |
| Digital-PR FAA, LLC | Delaware |
| Digital-PR Mason King Court, LLC | Delaware |
| Digital-PR Old Ironsides 1, LLC | Delaware |
| Digital-PR Old Ironsides 2, LLC | Delaware |
| Digital-PR Toyama, LLC | Delaware |
| Digital-PR Venture, LLC | Delaware |
| Digital-PR Zanker, LLC | Delaware |
| Dipper Ventures LLC | Delaware |
| DLR 800 Central, LLC | Delaware |
| DLR LLC | Maryland |
| DN 39J 7A, LLC | Delaware |
| DRT Greenspoint, LLC | Delaware |
| DRT-Bryan Street, LLC | Delaware |
| DuPont Fabros Technology, L.P. | Maryland |
| Elk Ventures LLC | Delaware |
| Fawn Ventures LLC | Delaware |
| Fox Properties LLC | Delaware |
| Gazelle Ventures LLC | Delaware |
| GIP 7th Street Holding Company, LLC | Delaware |
| GIP 7th Street, LLC | Delaware |
| GIP Alpha General Partner, LLC | Delaware |
| GIP Alpha Limited Partner, LLC | Delaware |
| GIP Alpha, L.P. | Texas |
| GIP Fairmont Holding Company, LLC | Delaware |
| GIP Stoughton, LLC | Delaware |
| Global Lafayette Street Holding Company, LLC | Delaware |
| Global Marsh General Partner, LLC | Delaware |
| Global Marsh Limited Partner, LLC | Delaware |
| Global Marsh Member, LLC | Delaware |
| Global Marsh Property Owner, L.P. | Texas |
| Global Miami Acquisition Company, LLC | Delaware |
| Global Miami Holding Company, LLC | Delaware |
| Global Riverside, LLC | Delaware |
| Global Stanford Place II, LLC | Delaware |
| Global Webb, L.P. | Texas |
| Global Webb, LLC | Delaware |
| Global Weehawken Acquisition Company, LLC | Delaware |

**Exhibit 21.2**

**List of Subsidiaries of Digital Realty Trust, L.P.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Global Weehawken Holding Company, LLC | Delaware |
| Grizzly Ventures LLC | Delaware |
| Hawk Ventures LLC | Delaware |
| Interpeid II B.V. | Netherlands |
| Intrepid I B.V. | Netherlands |
| Lemur Properties LLC | Delaware |
| Loudoun Exchange Owners Association, Inc. | Virginia |
| MC Digital Realty Inc. | Japan |
| Moose Ventures LP | Delaware |
| Moran Road Partners, LLC | Delaware |
| Penguins OP Sub 2, LLC | Maryland |
| Porpoise Ventures LLC | Delaware |
| Quill Equity LLC | Delaware |
| Redhill Park Limited | United Kingdom (England and Wales) |
| Rhino Equity LLC | Delaware |
| Sentrum (Croydon) Limited | Isle of Man |
| Sentrum Holdings Limited | British Virgin Islands |
| Sentrum III Limited | British Virgin Islands |
| Sentrum IV Limited | British Virgin Islands |
| Sentrum Limited | United Kingdom (England and Wales) |
| Sixth & Virginia Holdings, LLC | Delaware |
| Sixth & Virginia Properties | Washington |
| Sovereign House Jersey Limited | Jersey |
| Stellar Canada Holding, LLC | Maryland |
| Stellar JV GP, LLC | Delaware |
| Stellar JV, LP | Ontario |
| Stellar Participações S.A. | Brazil |
| Tarantula Ventures LLC | Delaware |
| Techno Park Holdings LLC | Delaware |
| Telx - Charlotte, LLC | Delaware |
| Telx - Chicago Federal, LLC | Delaware |
| Telx - Chicago Lakeside, LLC | Delaware |
| Telx - Clifton, LLC | Delaware |
| Telx - Clifton-I, LLC | Delaware |
| Telx - Dallas, LLC | Delaware |
| Telx - Los Angeles, LLC | Delaware |
| Telx - Miami, LLC | Delaware |
| Telx - New York 111 8th, LLC | Delaware |
| Telx - New York 6th Ave LLC | Delaware |
| Telx - New York, LLC | Delaware |
| Telx - Phoenix, LLC | Delaware |
| Telx - Portland, LLC | Delaware |
| Telx - San Francisco, LLC | Delaware |
| Telx - Santa Clara, LLC | Delaware |
| Telx - Seattle, LLC | Delaware |
| Telx - Weehawken, LLC | Delaware |

**Exhibit 21.2**

**List of Subsidiaries of Digital Realty Trust, L.P.**

| Entity Name | Jurisdiction of Incorporation |
|---|---|
| Telx Ashburn, LLC | Delaware |
| Telx Atlanta 2, LLC | Delaware |
| Telx Boston, LLC | Delaware |
| Telx Grand Avenue, LLC | Delaware |
| Telx Real Estate Holdings, LLC | Delaware |
| Telx Richardson, LLC | Delaware |
| Telx, LLC | Delaware |
| The Sentinel-Needham Primary Condominium Trust | Massachusetts |
| Viridi Data Paris 2 SAS | France |
| Waspar Limited | Ireland |
| Xeres Management LLC | Delaware |
| Xeres Ventures LP | Delaware |
| Yak Ventures LLC | Delaware |

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors
Digital Realty Trust, Inc.:

and

The Board of Directors of the General Partner
Digital Realty Trust, L.P.:

We consent to the incorporation by reference in the registration statements (No. 333-220577, 333-207330 and 333-195524) on Form S-8 of Digital Realty Trust, Inc., (Nos. 333-220576 and 333-220887) on Form S-3 of Digital Realty Trust, Inc., and (No. 333-220576-01) on Form S-3 of Digital Realty Trust, L.P. of our reports dated March 2, 2020, with respect to:

(i) The consolidated balance sheets of Digital Realty Trust, Inc. and subsidiaries as of December 31, 2019 and 2018, and the related consolidated income statements and statements of comprehensive income, equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes and financial statement schedule III, properties and accumulated depreciation;

(ii) The effectiveness of Digital Realty Trust, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2019; and

(iii) The consolidated balance sheets of Digital Realty Trust, L.P. and subsidiaries as of December 31, 2019 and 2018, and the related consolidated income statements and statements of comprehensive income, capital, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes and financial statement schedule III, properties and accumulated depreciation.

which reports appear in the December 31, 2019 annual report on Form 10-K of Digital Realty Trust, Inc. and Digital Realty Trust, L.P.

Our reports with respect to the December 31, 2019 consolidated financial statements of Digital Realty Trust, Inc. and Digital Realty Trust, L.P. refer to a change in the method of accounting for leases as of January 1, 2019 due to the adoption of ASU No. 2016-02 *Leases* and related accounting standards updates (collectively Topic 842).

/s/ KPMG LLP

San Francisco, California
March 2, 2020

**Exhibit 31.1**

**Certification of Chief Executive Officer**
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, A. William Stein, certify that:

1. I have reviewed this annual report on Form 10-K of Digital Realty Trust, 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 officer(s) 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 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 officer(s) 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 control 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 control over financial reporting.

Date: March 2, 2020

By: /s/ A. WILLIAM STEIN

A. William Stein
Chief Executive Officer
(Principal Executive Officer)

**Exhibit 31.2**

**Certification of Chief Financial Officer**
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Andrew P. Power, certify that:

1. I have reviewed this annual report on Form 10-K of Digital Realty Trust, 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 officer(s) 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 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 officer(s) 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 control 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 control over financial reporting.

Date: March 2, 2020

By: /s/ANDREW P. POWER

Andrew P. Power
Chief Financial Officer
(Principal Financial Officer)

**Exhibit 31.3**

**Certification of Chief Executive Officer**
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, A. William Stein, certify that:

1. I have reviewed this annual report on Form 10-K of Digital Realty Trust, L.P.;

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 officer(s) 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 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 officer(s) 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 control 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 control over financial reporting.

Date: March 2, 2020

By: /s/ A. WILLIAM STEIN

A. William Stein
Chief Executive Officer
(Principal Executive Officer)
Digital Realty Trust, Inc., sole general partner of
Digital Realty Trust, L.P.

**Exhibit 31.4**

**Certification of Chief Financial Officer**
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Andrew P. Power, certify that:

1. I have reviewed this annual report on Form 10-K of Digital Realty Trust, L.P.;

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 officer(s) 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 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 officer(s) 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 control 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 control over financial reporting.

Date: March 2, 2020

By: /s/ ANDREW P. POWER

Andrew P. Power
Chief Financial Officer
(Principal Financial Officer)
Digital Realty Trust, Inc., sole general partner of
Digital Realty Trust, L.P.

**Exhibit 32.1**

**Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Digital Realty Trust, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

(i) the accompanying Annual Report on Form 10-K of the Company for the year ended December 31, 2019 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indica

Date: March 2, 2020

/s/ A. WILLIAM STEIN

A. William Stein

Chief Executive Officer

Pursuant to Securities and Exchange Commission Release 33-8238, dated June 5, 2003, this certification is being furnished and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or incorporated by reference in any registration statement of the Company filed under the Securities Act of 1933, as amended.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**Exhibit 32.2**

**Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Digital Realty Trust, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

(i) the accompanying Annual Report on Form 10-K of the Company for the year ended December 31, 2019 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indica

Date: March 2, 2020

/s/ ANDREW P. POWER
Andrew P. Power
Chief Financial Officer

Pursuant to Securities and Exchange Commission Release 33-8238, dated June 5, 2003, this certification is being furnished and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or incorporated by reference in any registration statement of the Company filed under the Securities Act of 1933, as amended.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**Exhibit 32.3**

**Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Digital Realty Trust, Inc., in its capacity as the sole general partner of Digital Realty Trust, L.P. (the "Operating Partnership"), hereby certifies, to such officer's knowledge, that:

(i) the accompanying Annual Report on Form 10-K of the Operating Partnership for the year ended December 31, 2019 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Operating Partnership at the dates and for the periods indicated.

Date: March 2, 2020

/s/ A. WILLIAM STEIN

A. William Stein
Chief Executive Officer
Digital Realty Trust, Inc., sole general partner of
Digital Realty Trust, L.P.

Pursuant to Securities and Exchange Commission Release 33-8238, dated June 5, 2003, this certification is being furnished and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or incorporated by reference in any registration statement of the Operating Partnership filed under the Securities Act of 1933, as amended.

A signed original of this written statement required by Section 906 has been provided to the Operating Partnership and will be retained by the Operating Partnership and furnished to the Securities and Exchange Commission or its staff upon request.

**Exhibit 32.4**

**Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Digital Realty Trust, Inc., in its capacity as the sole general partner of Digital Realty Trust, L.P. (the "Operating Partnership"), hereby certifies, to such officer's knowledge, that:

(i) the accompanying Annual Report on Form 10-K of the Operating Partnership for the year ended December 31, 2019 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Operating Partnership at the dates and for the periods indicated.

Date: March 2, 2020

/s/ ANDREW P. POWER

Andrew P. Power

Chief Financial Officer
Digital Realty Trust, Inc., sole general partner of
Digital Realty Trust, L.P.

Pursuant to Securities and Exchange Commission Release 33-8238, dated June 5, 2003, this certification is being furnished and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or incorporated by reference in any registration statement of the Operating Partnership filed under the Securities Act of 1933, as amended.

A signed original of this written statement required by Section 906 has been provided to the Operating Partnership and will be retained by the Operating Partnership and furnished to the Securities and Exchange Commission or its staff upon request.