

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

**FORM 10-Q**

**Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended March 31, 2005

**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.**

(Exact name of registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction of  
Incorporation or organization)

**26-0081711**  
(IRS employer  
identification number)

**2730 Sand Hill Road, Suite 280**  
**Menlo Park, CA**  
(Address of principal executive offices)

**94025**  
(Zip Code)

**Registrant's telephone number, including area code (650) 233-3600**

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. Yes  No

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes  No

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

<u>Class</u>	<u>Outstanding at May 13, 2005</u>
Common Stock, \$.01 par value per share	21,421,300

DIGITAL REALTY TRUST, INC.  
FORM 10-Q  
FOR THE QUARTER ENDED MARCH 31, 2005

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## ITEM 1. CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

DIGITAL REALTY TRUST, INC.  
CONSOLIDATED BALANCE SHEETS  
(in thousands, except share data)

	March 31, 2005	December 31, 2004
	(unaudited)	
<b>ASSETS</b>		
Investments in real estate:		
Land	\$ 138,014	\$ 129,112
Acquired ground lease	1,477	1,477
Buildings and improvements	667,904	613,058
Tenant improvements	82,408	74,745
	<hr/>	<hr/>
Investments in real estate	889,803	818,392
Accumulated depreciation and amortization	(37,691)	(30,980)
	<hr/>	<hr/>
Net investments in real estate	852,112	787,412
Cash and cash equivalents	2,875	4,557
Accounts and other receivables	3,353	3,051
Deferred rent	14,633	12,236
Acquired above market leases, net	41,485	43,947
Acquired in place lease value and deferred leasing costs, net	157,957	136,721
Deferred financing costs, net	7,333	8,236
Restricted cash	13,773	14,207
Other assets	6,206	2,920
	<hr/>	<hr/>
Total Assets	\$1,099,727	\$1,013,287
	<hr/>	<hr/>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Notes payable under line of credit	\$ 36,000	\$ 44,000
Mortgage loans	457,701	453,498
Other secured loans	22,000	22,000
Accounts payable and other accrued liabilities	13,513	12,789
Accrued dividends and distributions	—	8,276
Acquired below market leases, net	44,868	37,390
Security deposits and prepaid rents	5,311	6,276
	<hr/>	<hr/>
Total liabilities	579,393	584,229
Commitments and contingencies	—	—
Minority interests in consolidated joint ventures	149	997
Minority interests in operating partnership	250,592	254,862
Stockholder's equity:		
Preferred Stock, \$0.01 par value, 20,000,000 authorized: 8.50% Series A Cumulative Redeemable Preferred Stock, \$103,500,000 liquidation preference (\$25.00 per share), 4,140,000 issued and outstanding	99,297	—
Common Stock; \$0.01 par value; 100,000,000 authorized, 21,421,300 shares issued and outstanding	214	214
Additional paid-in capital	182,095	182,411
Dividends in excess of earnings	(13,271)	(9,517)
Accumulated other comprehensive income, net	1,258	91
	<hr/>	<hr/>
Total stockholders' equity	269,593	173,199
	<hr/>	<hr/>
Total liabilities and stockholders' equity	\$1,099,727	\$1,013,287
	<hr/>	<hr/>

See accompanying notes to the consolidated and combined financial statements.

**DIGITAL REALTY TRUST, INC. AND  
DIGITAL REALTY TRUST, INC. PREDECESSOR**  
**CONSOLIDATED AND COMBINED STATEMENTS OF OPERATIONS**  
**(in thousands, except share data)**  
**(unaudited)**

	<b>THE COMPANY</b>	<b>THE PREDECESSOR</b>
	<b>Three Months Ended March 31, 2005</b>	<b>Three Months Ended March 31, 2004</b>
<b>Revenues:</b>		
Rental	\$ 32,691	\$ 16,028
Tenant reimbursements	6,520	2,728
Other	432	14
<b>Total revenues</b>	<b>39,643</b>	<b>18,770</b>
<b>Expenses:</b>		
Rental property operating and maintenance	7,145	3,006
Property taxes	3,681	1,718
Insurance	599	241
Interest	8,121	3,813
Asset management fees to related party	—	796
Depreciation and amortization	12,143	5,507
General and administrative	2,413	92
Loss from early extinguishment of debt	125	—
Other	521	90
<b>Total expenses</b>	<b>34,748</b>	<b>15,263</b>
Income before minority interests	4,895	3,507
Minority interests in consolidated joint ventures	(3)	46
Minority interests in operating partnership	2,159	—
<b>Net income</b>	<b>2,739</b>	<b>3,461</b>
Preferred stock dividends	(1,271)	—
<b>Net income allocable to common stockholders</b>	<b>\$ 1,468</b>	<b>\$ 3,461</b>
Basic income per share available to common stockholders	\$ 0.07	—
Diluted income per share available to common stockholders	\$ 0.07	—
<b>Weighted average common shares outstanding:</b>		
Basic	21,421,300	—
Diluted	21,535,485	—

See accompanying notes to the consolidated and combined financial statements.

**DIGITAL REALTY TRUST, INC. AND  
DIGITAL REALTY TRUST, INC. PREDECESSOR**  
**CONSOLIDATED AND COMBINED STATEMENTS OF COMPREHENSIVE INCOME**  
**(in thousands)**  
**(unaudited)**

	<b>THE COMPANY</b>	<b>THE PREDECESSOR</b>
	<b>Three Months Ended March 31, 2005</b>	<b>Three Months Ended March 31, 2004</b>
Net income	\$ 2,739	\$ 3,461
Other comprehensive income:		
Foreign currency translation adjustments	1,164	6
Minority interests in foreign currency translation adjustments	(693)	—
Increase in fair value of interest rate swaps	1,719	—
Minority interests in increase in fair value of interest rate swaps	(1,023)	—
Comprehensive income	<u>\$ 3,906</u>	<u>\$ 3,467</u>

See accompanying notes to the consolidated and combined financial statements.

**DIGITAL REALTY TRUST, INC. AND  
DIGITAL REALTY TRUST, INC. PREDECESSOR**  
**CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS**  
**(in thousands)**

	<u>The Company</u>	<u>The Predecessor</u>
	<u>Three Months Ended March 31, 2005</u>	<u>Three Months Ended March 31, 2004</u>
<b>Cash flows from operating activities:</b>		
Net income	\$ 2,739	\$ 3,461
<b>Adjustments to reconcile net income to net cash provided by operating activities:</b>		
Minority interests in operating partnership	2,159	—
Minority interests in consolidated joint ventures	(3)	46
Write-off of net assets due to early lease terminations	363	—
Depreciation and amortization of buildings and improvements, tenant improvements and acquired ground lease	6,801	3,240
Amortization over the vesting period of the fair value of stock options	52	—
Amortization of deferred financing costs	675	347
Write-off of deferred financing costs, included in loss on early extinguishment of debt	125	—
Amortization of debt premium	(6)	(242)
Amortization of acquired in place lease value and deferred leasing costs	5,342	2,267
Amortization of acquired above market leases and acquired below market leases, net	(586)	(67)
<b>Changes in assets and liabilities:</b>		
Accounts and other receivables	(102)	(444)
Deferred rent	(2,475)	(1,285)
Deferred leasing costs	(16)	—
Other assets	(567)	(192)
Accounts payable and other accrued liabilities	(1,828)	(754)
Security deposits and prepaid rents	(965)	250
Net cash provided by operating activities	<u>11,708</u>	<u>6,627</u>
<b>Cash flows from investing activities:</b>		
Acquisitions of properties	(69,422)	(38,236)
Deposits paid for acquisitions of properties	(1,000)	(1,000)
Change in restricted cash	434	—
Improvements to investments in real estate	(1,657)	(1,335)
Net cash used in investing activities	<u>(71,645)</u>	<u>(40,571)</u>

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

**CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS—(Continued)**  
(in thousands)

	The Company	The Predecessor
	Three Months Ended March 31, 2005	Three Months Ended March 31, 2004
<b>Cash flows from financing activities:</b>		
Borrowings on line of credit	\$ 50,000	\$ 20,881
Repayments on line of credit	(58,000)	(20,000)
Proceeds from mortgage loans	—	20,000
Principal payments on mortgage loans	(9,788)	(305)
Payment of loan fees and costs	—	(68)
Contributions from owner of the Predecessor	—	14,255
Distributions to owner of the Predecessor	—	(1,740)
Settlement of foreign currency forward sale contract	(2,519)	—
Reimbursement by GI Partners of settlement cost of foreign currency forward sale contract	1,911	—
Gross proceeds from the sale of preferred stock	103,500	—
Preferred stock offering costs paid	(3,803)	—
Common stock offering costs paid	(594)	—
Payment of dividends to preferred stockholders	(1,271)	—
Payment of dividends to common stockholders and distributions to limited partners of operating partnership	(21,181)	—
	<u>58,255</u>	<u>33,023</u>
Net cash provided by financing activities	58,255	33,023
	<u>(1,682)</u>	<u>(921)</u>
Net decrease in cash and cash equivalents	(1,682)	(921)
Cash and cash equivalents at beginning of period	4,557	5,174
	<u>\$ 2,875</u>	<u>\$ 4,253</u>
Cash and cash equivalents at end of period	\$ 2,875	\$ 4,253
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid for interest	\$ 7,347	\$ 3,387
<b>Supplementary disclosure of noncash activities:</b>		
Increase in net assets related to foreign currency translation adjustments	\$ 471	\$ 6
Accrual for additions to investments in real estate included in accounts payable and accrued expenses	946	1,035
<b>Allocation of purchase of properties to:</b>		
Investments in real estate	65,079	25,374
Acquired above market leases	2,447	3,442
Acquired below market leases	(2,538)	—
Acquired in place lease value	16,066	9,420
Other receivables	200	—
Mortgage loan assumed	(9,746)	—
Loan premium	(944)	—
Other accrued liability	(1,987)	—
Minority interest in consolidated joint venture	845	—
	<u>69,422</u>	<u>38,236</u>
Cash paid for acquisition of properties	69,422	38,236
<b>Increase to components of net investment foreign currency hedge upon settlement:</b>		
Investment in real estate	5,304	—
Mortgage loans	(3,307)	—
Other accrued liabilities	(1,997)	—
	<u>—</u>	<u>—</u>
Accrual of Series A preferred stock offering costs	400	—
Reallocation of limited partners' interests in Operating Partnership to the general partner	257	—
	<u>—</u>	<u>—</u>

See accompanying notes to the consolidated and combined financial statements.

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

**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

**March 31, 2005 and 2004**

**(unaudited)**

**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, the Company), is engaged in the business of owning, acquiring, repositioning and managing technology-related real estate. As of March 31, 2005, the Company's portfolio consisted of 26 properties; 25 are located throughout the United States and one is located in London, England. The Company's properties are located in a limited number of markets where technology tenants are concentrated, including the Atlanta, Boston, Dallas, Denver, London, Los Angeles, Miami, Minneapolis/St. Paul, New York, Philadelphia, Phoenix, Sacramento, San Francisco and Silicon Valley metropolitan areas. The portfolio consists of telecommunications infrastructure properties, information technology properties, technology manufacturing properties and regional or national headquarters of technology companies.

The Company completed its initial public offering of common stock (the IPO) on November 3, 2004 and commenced operations on that date. The IPO resulted in the sale of 20,000,000 shares of common stock at a price per share of \$12.00, generating gross proceeds to the Company of \$240.0 million. The aggregate proceeds to the Company, net of underwriters' discounts, commissions and financial advisory fees and other offering costs were approximately \$214.9 million. On November 30, 2004, an additional 1,421,300 shares of common stock were sold at \$12.00 per share as a result of the underwriters' exercising their over-allotment option. This resulted in additional net proceeds of approximately \$15.9 million to the Company.

On February 9, 2005, the Company completed the offering of 4.14 million shares of 8.50% Series A Cumulative Redeemable Preferred Stock (liquidation preference \$25.00 per share) for total net proceeds, after underwriting discounts and other offering costs, of \$99.3 million, including the proceeds from the exercise of the underwriters' over-allotment option. The net proceeds from this offering were used to reduce borrowings under the Company's unsecured credit facility, acquire two properties in March 2005 and for investment and general corporate purposes.

The Operating Partnership was formed on July 21, 2004 in anticipation of the IPO. Effective as of the completion of the IPO, including exercise of the underwriters' over-allotment option, and as of March 31, 2005, the Company, as sole general partner, owned a 40.5% common interest and a 100% preferred interest in the Operating Partnership and has control over major decisions of the Operating Partnership. The limited partners of the Operating Partnership do not have rights to replace the general partner or approve the sale or refinancing of the Operating Partnership's assets, although they do have certain protective rights.

The Company continues to operate and expand the business of its predecessor (the Company Predecessor). The Company Predecessor is not a legal entity; rather it is a combination of certain of the real estate subsidiaries of Global Innovation Partners, LLC, a Delaware limited liability company (GI Partners) contributed to the Company in connection with the IPO, along with an allocation of certain assets, liabilities, revenues and expenses of GI Partners related to the real estate by such subsidiaries.

The Company believes that it has operated in a manner that has enabled it to qualify and intends to elect to be treated, as a REIT under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the Code) commencing with its taxable period ended December 31, 2004.

**2. Summary of Significant Accounting Policies**

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

The accompanying consolidated financial statements include all of the accounts of Digital Realty Trust, Inc., the Operating Partnership, the subsidiaries of the Operating Partnership and its consolidated joint venture(s), one as of March 31, 2005 and two as of December 31, 2004. Intercompany balances and transactions have been eliminated.

Property interests contributed to the Operating Partnership by GI Partners in exchange for limited partnership interests, also known as common units, in the Operating Partnership (common units) have been accounted for as a reorganization of entities under common control in a manner similar to a pooling of interests. Accordingly, the contributed assets and assumed

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

**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (CONTINUED)**

**March 31, 2005 and 2004**

**(unaudited)**

liabilities were recorded at the Company Predecessor's historical cost basis. Property interests acquired from third parties for cash or common units are accounted for using purchase accounting.

The accompanying combined financial statements of the Company Predecessor include the wholly owned real estate subsidiaries and two majority-owned real estate joint ventures that GI Partners contributed to the Operating Partnership in connection with the IPO. Intercompany balances and transactions have been eliminated. The interests of the joint venture partners, all of whom are third parties, are reflected in minority interests in the accompanying combined financial statements.

The accompanying combined financial statements of the Company Predecessor do not include the real estate subsidiaries for two properties owned by GI Partners that are subject to right of first offer agreements, whereby the Operating Partnership has the right to make the first offer to purchase these properties if GI Partners decides to sell them. The accompanying combined financial statements of the Company Predecessor also do not include any of GI Partners' investments in privately held companies, which GI Partners did not contribute to the Operating Partnership.

The accompanying interim financial statements are unaudited, but have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information and in compliance with the rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the disclosures required by GAAP for complete financial statements. In the opinion of management, all adjustments necessary for a fair presentation of the financial statements for these interim periods have been included. The results of operations for the interim periods are not necessarily indicative of the results to be obtained for the full fiscal year. These financial statements should be read in conjunction with the audited consolidated and combined financial statements and the notes thereto included in the Company's annual report on Form 10-K for the year ended December 31, 2004.

**(b) Cash Equivalents**

For purpose of the consolidated and combined statements of cash flows, the Company considers short-term investments with original maturities of 90 days or less when purchased to be cash equivalents. As of March 31, 2005 and December 31, 2004, cash equivalents consist of investments in money market funds.

**(c) Stock Based Compensation**

The Company accounts for stock based compensation, including stock options and fully vested long-term incentive units granted under the Company's 2004 Incentive Award Plan in connection with the IPO, using the fair value method of accounting under FASB Statement 123, *Accounting for Stock Based Compensation*. The estimated fair value of each of the long-term incentive units was equal to the IPO price of the Company's stock and such amount was recorded as an expense upon closing of the IPO since those long term incentive units were fully vested as of the grant date. The estimated fair value of the stock options granted by the Company is being amortized over the vesting period of the stock options.

**(d) Income Taxes**

The Company intends to elect to be taxed as a REIT under the Code, commencing with its taxable period ended December 31, 2004. The Company has been organized and has operated in a manner that management believes has allowed the Company to qualify for taxation as a REIT under the Code commencing with the Company's taxable period ended December 31, 2004, and the Company intends to continue to be organized and operate in this manner. As a REIT, the Company generally is not required to pay federal corporate income taxes on its taxable income to the extent it is currently distributed to the Company's stockholders.

However, qualification and taxation as a REIT depend upon the Company's ability to meet the various qualification tests imposed under the Code, including tests related to annual operating results, asset composition, distribution levels and diversity of stock ownership. Accordingly, no assurance can be given that the Company will be organized or be able to operate in a manner so as to qualify or remain qualified as a REIT. If the Company fails to qualify as a REIT in any taxable year, it will be subject to federal income tax (including any applicable alternative minimum tax) on its taxable income at regular corporate tax rates.

The Company has elected to treat two of the Operating Partnership's subsidiaries as taxable REIT subsidiaries (each, a TRS). In general, a TRS may perform non-customary services for tenants, hold assets that the Company cannot hold directly and generally may engage in any real estate or non-real estate related business (except for the operation or management of health care facilities or lodging facilities or the provision to any person, under a franchise, license or otherwise, rights to any brand name under which any lodging facility or health care facility is operated). A TRS is subject to corporate federal income taxes on its taxable income at regular corporate tax rates. There is no tax provision for either of the Company's TRS entities for the periods presented in the accompanying consolidated and combined statements of operations due to net operating

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

**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (CONTINUED)**

**March 31, 2005 and 2004**

**(unaudited)**

losses incurred. No tax benefits have been recorded since it is not considered more likely than not that the deferred tax asset related to the net operating loss carryforward will be utilized.

To the extent that any United Kingdom taxes are incurred by the subsidiary invested in real estate located in London, England, a provision is made for such taxes.

No provision has been made in the combined financial statements of the Company Predecessor for U.S. income taxes, as any such taxes are the responsibility of GI Partners' members, as GI Partners is a limited liability company.

**(e) 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 financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates made.

**3. Minority Interests in the Operating Partnership**

Minority interests relate to the interests in the Operating Partnership that are not owned by the Company, which, at March 31, 2005, amounted to 59.5%. In conjunction with the formation of the Company, GI Partners received common units, in exchange for contributing ownership interests in the Company Predecessor's properties to the Operating Partnership. Also in connection with acquiring real estate interests owned by third parties, the Operating Partnership issued common units to those sellers. Limited partners who acquired common units in the formation transactions have the right, commencing on or after January 3, 2006, to require the 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 the Company's common stock at the time of the redemption. Alternatively, the Company may elect to acquire those common units in exchange for shares of the Company'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.

As of March 31, 2005, GI Partners owned 23,699,359 common units or 44.8% of all common units, third parties owned 6,331,511 common units or 11.9% of all common units and Company employees, non-employee directors and the Company's Executive Chairman together own 1,490,561 long term incentive units or 2.8% of all Units. Richard Magnuson, the Executive Chairman of the Company's board of directors, Michael Foust, the Company's Chief Executive Officer and a member of the Company's board of directors, and Scott Peterson, the Company's Senior Vice President, Acquisitions, are minority indirect investors in GI Partners.

**4. Investments in Real Estate Acquired During the Three Months Ended March 31, 2005**

As of December 31, 2004, the Company owned a 75% tenancy-in-common interest in eBay Data Center. On January 21, 2005, the Company purchased the remaining 25% interest in this property for \$4.1 million.

On March 14, 2005, the Company purchased 833 Chestnut Street located in downtown Philadelphia, Pennsylvania, for approximately \$59.0 million.

On March 17, 2005, the Company purchased MAPP Building located in St. Paul, Minnesota, for approximately \$15.6 million.

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

**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**March 31, 2005 and 2004**  
**(unaudited)**

**5. Debt**

A summary of outstanding indebtedness as of March 31, 2005 and December 31, 2004, respectively, is as follows (in thousands):

Properties	Interest Rate	Maturity Date	Principal Outstanding March 31, 2005	Principal Outstanding December 31, 2004
100 Technology Center Drive—Mortgage	LIBOR + 1.70% <sup>(1)</sup>	Apr. 1, 2009	\$ 20,000	\$ 20,000
200 Paul Avenue—Mortgage	LIBOR + 3.17% <sup>(1)</sup>	Jul. 1, 2006 <sup>(2)</sup>	46,268	46,749
Ardenwood Corporate Park, NTT/Verio Premier Data Center, VarTec Building— Mortgage	LIBOR + 1.59% <sup>(1)</sup>	Aug. 9, 2006 <sup>(3)</sup>	43,000	43,000
Ardenwood Corporate Park, NTT/Verio Premier Data Center, VarTec Building— Mezzanine	LIBOR + 5.75%	Aug. 9, 2006 <sup>(3)</sup>	22,000	22,000
AT&T Web Hosting Facility—Mortgage	LIBOR + 1.85% <sup>(1)</sup>	Dec. 1, 2006 <sup>(2)</sup>	8,775	8,775
Camperdown House—Mortgage	6.85%	Oct. 31, 2009	25,566 <sup>(4)</sup>	22,672 <sup>(4)</sup>
Carrier Center—Mortgage	LIBOR + 4.25% <sup>(5)</sup>	Nov. 11, 2007 <sup>(6)</sup>	25,854	25,964
eBay Data Center Bridge Loan	LIBOR + 2.00%	Aug. 11, 2005	—	7,950
Granite Tower—Mortgage	LIBOR + 1.20% <sup>(1)</sup>	Jan. 1, 2009	21,555	21,645
MAPP Building—Mortgage	7.62% <sup>(7)</sup>	Mar. 1, 2032	9,746	—
Maxtor Manufacturing Facility—Mortgage	LIBOR + 2.25%	Dec. 31, 2006 <sup>(2)</sup>	17,894	17,965
Stanford Place II—Mortgage	5.14%	Jan. 10, 2009	26,000	26,000
Univision Tower—Mortgage <sup>(8)</sup>	6.04%	Nov. 6, 2009	57,769	57,943
Secured Term Debt <sup>(9)</sup>	5.65%	Nov. 11, 2014	154,336	154,835
Unsecured Credit Facility <sup>(10)</sup>	LIBOR + 1.625%	Nov. 3, 2007 <sup>(6)</sup>	36,000	44,000
<b>Total principal outstanding</b>			<b>514,763</b>	<b>519,498</b>
Loan premium—MAPP Building			938	—
<b>Total indebtedness</b>			<b>\$ 515,701</b>	<b>\$ 519,948</b>

<sup>(1)</sup> The Company has entered into interest rate swap agreements as a cash flow hedge for these loans. The total variable debt subject to the swap agreements was \$139.6 million and \$140.2 million as of March 31, 2005 and December 31, 2004, respectively. See note 9 for further information.

<sup>(2)</sup> Two one-year extensions are available.

<sup>(3)</sup> A 13-month extension and a one-year extension are available.

<sup>(4)</sup> Based on the Company's hedged exchange rate of \$1.8472 to £1.00 as of March 31, 2005 and \$1.6083 to £1.00 as of December 31, 2004.

<sup>(5)</sup> Subject to a 2.5% LIBOR floor.

<sup>(6)</sup> A one-year extension option is available.

<sup>(7)</sup> The anticipated repayment date is March 1, 2012. If the loan is not repaid by this date, the interest rate increases to the greater of 9.62% or the then treasury rate plus 2%.

<sup>(8)</sup> The Univision Tower mortgage loan is also secured by a \$5.0 million letter of credit.

<sup>(9)</sup> This amount represents six mortgage loans secured by the Company's interests in 36 Northeast Second Street, Brea Data Center, Comverse Technology Building, Hudson Corporate Center, Siemens Building, and Webb at LBJ. Each of these loans are cross-collateralized by the six properties.

<sup>(10)</sup> The interest rate under the Company's unsecured credit facility equals either (i) LIBOR plus a margin of between 1.375% and 1.750% or (ii) the greater of (x) the base rate announced by the lender and (y) the federal funds rate, plus a margin of between 0.375% - 0.750%. In each case, the margin is based on the Company's leverage ratio.

On May 11, 2005, the Company entered into an amendment to the Company's unsecured revolving credit facility pursuant to which the size of the facility may be expanded from \$200.0 million to \$350.0 million at the Company's request, subject to receipt of lender commitments and satisfaction of other conditions, and also added a \$100.0 million sub-facility for foreign exchange advances in Euros, British Sterling and Canadian Dollars. Approximately \$36.0 million was drawn under this facility as of March 31, 2005 and approximately \$84.9 million of this credit facility remained available pursuant to the terms of this facility as of March 31, 2005. The unsecured credit facility expires on November 3, 2007 and has a one-year extension option. The credit facility contains various restrictive covenants, including limitations on the Company's ability to incur additional indebtedness, make certain investments or merge with another company, limitations on restricted payments, and requirements to maintain financial coverage ratios and maintain a pool of unencumbered assets.

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**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (CONTINUED)**

**March 31, 2005 and 2004**

**(unaudited)**

The limitation on restricted payments, referred to above, provides that, except to enable the Company to maintain its status as a REIT for federal income tax purposes, the Company, will not during any four consecutive fiscal quarters make distributions with respect to common stock or other equity interests in an aggregate amount in excess of 95% of Funds From Operations, as defined, for such period, subject to certain other adjustments. As of March 31, 2005, the Company believes that it was in compliance with all the covenants.

Some of the loans impose penalties upon prepayment. The terms of the following loans do not permit prepayment of the loan prior to the dates listed below:

<u>Loan</u>	<u>Date</u>
Carrier Center—Mortgage	October 2005
Ardenwood Corporate Park, NTT/Verio Premier Data Center, Var Tec Building—Mortgage	October 2005
Ardenwood Corporate Park, NTT/Verio Premier Data Center, Var Tec Building—Mezzanine	October 2005
Granite Tower—Mortgage	January 2006
100 Technology Center Drive—Mortgage	March 2006
Univision Tower—Mortgage	August 2009
MAPP Building—Mortgage	December 2011
Secured Term Debt	September 2014

## 6. Earnings per Share

The following is a summary of the elements used in calculating basic and diluted income per share (in thousands, except share and per share amounts):

	<u>Three Months Ended March 31, 2005</u>
Net income	\$ 2,739
Preferred dividends	(1,271)
<b>Net income available to common stockholders</b>	<b>\$ 1,468</b>
Weighted average shares outstanding—basic	21,421,300
Potentially dilutive common shares:	
Stock options	114,185
<b>Weighted average shares outstanding—diluted</b>	<b>21,535,485</b>
<b>Earnings per share – Basic:</b>	
Net income per share available to common shareholders	\$ 0.07
<b>Earnings per share – Diluted:</b>	
Net income per share available to common shareholders	\$ 0.07

For the three months ended March 31, 2005, 30,030,870 common units and 1,490,561 of long-term incentive units were excluded from the computation of diluted earnings per share as their effect would not be dilutive. For the three months ended March 31, 2005, options to purchase shares of the Company's common stock of 31,000 shares have been excluded from the computation of diluted earnings per share as their exercise prices were greater than the average market price of the Company's common stock of \$13.98 for the three months ended March 31, 2005.

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**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (CONTINUED)**

**March 31, 2005 and 2004**

**(unaudited)**

**7. Stockholders' Equity**

**(a) Preferred Stock**

Underwriting discounts and commissions and other offering costs totaling approximately \$4.2 million are reflected as a reduction to preferred stock in the accompanying consolidated balance sheet.

**(b) Shares and Units**

A common unit and a share of the Company's common stock have essentially the same economic characteristics as they share equally in the total net income or loss and distributions of the Operating Partnership. A common unit may be redeemed for cash, or, at the Company's option, exchanged for shares of common stock on a one-for-one basis after January 3, 2006. There were 21,421,300 shares of common stock, 30,030,870 common units and 1,490,561 long-term incentive units, which have achieved full parity outstanding as of March 31, 2005.

**(c) Dividends and Distributions**

On February 14, 2005, the Company declared a dividend on its series A preferred stock of \$0.30694 per share for the period from February 9, 2005 through March 31, 2005, payable on March 31, 2005 to the holders of record on March 15, 2005. The dividend, totaling approximately \$1.3 million, was paid on March 31, 2005. The dividend is equivalent to an annual rate of \$2.125 per preferred share.

On February 14, 2005, the Company also declared a dividend on its common stock and the Operating Partnership declared a distribution on common units and long-term incentive units of \$0.24375 per common share, common unit or long-term incentive unit, covering the period January 1, 2005 through March 31, 2005, payable to the holders of record on March 15, 2005. The dividend and distribution, totaling approximately \$12.9 million, was paid on March 31, 2005. The dividend and distribution was equivalent to an annual rate of \$0.975 per common share and common unit. Distributions to common and long-term incentive unitholders are recorded as a reduction to minority interests in operating partnership.

**(d) Stock Options**

The fair value of each option granted under the 2004 Incentive Award Plan is estimated on the date of the grant using the Black-Scholes option-pricing model with the weighted-average assumptions listed below for grants in 2005. The fair values are being expensed on a straight-line basis over the vesting period of the options, which is four years. The expense recorded for the three months ended March 31, 2005 was approximately \$52,000.

The following table sets forth the weighted-average assumptions used to calculate the fair value of the stock options granted during the three months ended March 31, 2005:

Dividend yield	6.88%
Expected life of option	120 months
Risk-free interest rate	4.13%
Expected stock price volatility	20.00%

A summary of the status of the Company's stock options under the 2004 Incentive Award Plan as of March 31, 2005 and for the three months then ended are presented below:

	Shares	Weighted-Average Exercise Price
Options outstanding, beginning of period	924,902	\$ 12.16
Granted	31,000	14.18
Exercised	—	—
Cancelled	(40,407)	12.00
Options outstanding, end of period	915,495	12.27
Exercisable, end of period	—	—
Weighted-average fair value of options granted during the period		\$ 1.10

As of March 31, 2005, we had 915,495 stock options outstanding, with exercise prices ranging from \$12.00 to \$14.50. The weighted-average remaining contractual life of these options at March 31, 2005 was 9.62 years.

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**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (CONTINUED)**

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**(unaudited)**

**(e) Distributions**

Earnings and profits, which determine the taxability of distributions to stockholders, will differ from income reported for financial reporting purposes due to the differences for federal income tax purposes in the treatment of loss on extinguishment of debt, revenue recognition, compensation expense and in the basis of depreciable assets and estimated useful lives used to compute depreciation.

**8. Incentive Plan**

The Company's 2004 Incentive Award Plan provides for the grant of incentive awards to employees, directors and consultants. Awards issuable under the 2004 Incentive Award Plan include stock options, restricted stock, dividend equivalents, stock appreciation rights, long-term incentive units, cash performance bonuses and other incentive awards. Only employees are eligible to receive incentive stock options under the 2004 Incentive Award Plan. The Company has reserved a total of 4,474,102 shares of common stock for issuance pursuant to the 2004 Incentive Award Plan, subject to certain adjustments set forth in the 2004 Incentive Award Plan. As of March 31, 2005, 2,027,639 shares of common stock remained available for future issuance under the 2004 Incentive Award Plan. Each long-term incentive unit issued under the 2004 Incentive Award Plan will count as one share of common stock for purposes of calculating the limit on shares that may be issued under the 2004 Incentive Award Plan and the individual award limit discussed below.

Long-term incentive 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, whether vested or not, will receive the same quarterly per unit distributions as common units in the Operating Partnership. In connection with the IPO, an aggregate of 1,490,561 of fully vested long-term incentive units were issued, which are not transferable for a period of three years from the date the IPO was consummated, and compensation expense totaling \$17.9 million was recorded at the completion of the IPO. These long-term incentive units achieved parity with common units on February 9, 2005 upon completion of the series A preferred stock offering. Any long-term incentive units granted in the future will not, initially, have full parity with common units with respect to liquidating distributions. Upon the occurrence of specified events, those long-term incentive units may over time achieve full parity with common units in the Operating Partnership for all purposes, and therefore accrete to an economic value for participants equivalent to the Company's common stock on a one-for-one basis. 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 of common units of the Operating Partnership.

**9. Derivative Instruments**

The Company records all derivatives in the balance sheet at fair value. The accounting for changes in the fair value of derivatives depends on the intended use of the derivative and the resulting designation. Derivatives used to hedge the exposure to changes in the fair value of an asset, liability, or firm commitment attributable to a particular risk, such as interest rate risk, are considered fair value hedges. Derivatives may also be designated as hedges of the foreign currency exposure of a net investment in a foreign operation.

Derivatives used to hedge the exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. The Company's objective in using derivatives is to add stability to interest expense and to manage its exposure to interest rate movements or other identified risks. To accomplish this objective, the Company primarily uses interest rate swaps as part of its cash flow hedging strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable-rate amounts in exchange for fixed-rate payments over the life of the agreements without exchange of the underlying principal amount. Through March 31, 2005, the Company used such derivatives to hedge the variable cash flows associated with floating rate debt.

For derivatives designated as cash flow hedges, the effective portion of changes in the fair value of the derivative is initially reported in other comprehensive income (outside of earnings) and subsequently reclassified to earnings when the hedged transactions affect earnings, and the ineffective portion of changes in the fair value of the derivative is recognized directly in earnings. For derivatives designated as net investment hedges, changes in the fair value of the derivative are reported in other comprehensive income (outside of earnings) as part of the cumulative translation adjustment. As of March 31, 2005, no derivatives were designated as fair value hedges. Additionally, the Company does not use derivatives for trading or speculative purposes.

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In November 2004, the Company entered into interest rate swaps to hedge variability in cash flows related to \$140.3 million of its floating-rate debt. The fair value of such derivatives was \$1.7 million and (\$27,000) at March 31, 2005 and December 31, 2004, respectively. For the three months ended March 31, 2005, the change in net unrealized gains for derivatives designated as cash flow hedges was \$1.7 million and is separately disclosed in the statement of comprehensive income, net of the amount allocated to minority interests.

The table below summarizes the terms of these interest rate swaps and their fair values as of March 31, 2005 (in thousands):

<u>Current Notional Amount</u>	<u>Strike Rate</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Fair Value</u>
\$ 46,268	3.178%	Nov. 26, 2004	Jul. 1, 2006	\$ 344
43,000	3.250	Nov. 26, 2004	Sep. 15, 2006	396
21,510	3.754	Nov. 26, 2004	Jan. 1, 2009	429
20,000	3.824	Nov. 26, 2004	Apr. 1, 2009	431
8,775	3.331	Nov. 26, 2004	Dec. 1, 2006	93
<b>\$139,553</b>				<b>\$ 1,693</b>

The Company has two LIBOR interest rate caps that are not designated as hedges. The fair values of the caps were immaterial as of March 31, 2005 and December 31, 2004.

In 2003, one of the Company Predecessor's subsidiaries entered into a foreign currency forward sale contract of approximately £7.9 million, with delivery date of January 24, 2005, to hedge an equity investment in Camperdown House, located in London, England. On January 24, 2005, the Company settled its obligations under this arrangement for a payment of approximately \$2.5 million and entered into a new forward contract of the same notional amount. On February 4, 2005, GI Partners reimbursed the Company for \$1.9 million of the \$2.5 million settlement since it was determined that the negative value associated with the forward contract assumed by the Company was not otherwise factored into the determination of the number of common units that were granted to GI Partners in exchange for its interests in Camperdown House.

The forward contracts had been designated as net investment hedges and the contract held at March 31, 2005 had a value of (\$0.2) million and (\$2.8) million on March 31, 2005 and December 31, 2004, respectively. The change in value of the derivative was recorded in other comprehensive income (loss) as a part of the cumulative translation adjustments. The \$1.9 million received from GI Partners was recorded as other comprehensive income during the three months ended March 31, 2005, when GI Partners agreed to pay such amount. The cumulative translation adjustment amounts included in other comprehensive income (loss) related to the net investment hedge will be reclassified to earnings when the hedged investment is sold or liquidated.

#### **10. Commitments and Contingencies and Subsequent Events**

On March 14, 2005, the Company executed a purchase and sale agreement to acquire Printers' Square located in Chicago, Illinois for approximately \$37.5 million.

On March 15, 2005, the Company executed a purchase and sale agreement to acquire a property known as Lakeside Technology Center in Chicago, Illinois, for approximately \$142.6 million. The seller can earn an additional \$20.0 million by obtaining a change in the real estate tax classification prior to December 31, 2006.

In March 2005, the Company entered into an agreement to sublease office space in San Francisco, California for its headquarters under a seven-year lease with annual rent of approximately \$0.4 million.

On May 11, 2005, the Company amended its revolving credit agreement to permit for the expansion of the size of the facility to up to \$350.0 million at the Company's request, subject to receipt of lender commitments and satisfaction of other conditions, and also added a \$100.0 million sub-facility for foreign exchange advances in Euros, British Sterling and Canadian Dollars.

On May 6, 2005, the Company declared a dividend on its series A preferred stock of \$0.53125 per share for the period from April 1, 2005 through June 30, 2005, payable on June 30, 2005 to holders of record on June 15, 2005. The dividend is equivalent to an annual rate of \$2.125 per share of series A preferred stock. On May 6, 2005, the Company also declared a dividend on its common stock, and the Operating Partnership declared distributions on common units and long-term incentive units of \$0.24375 per share, payable on June 30, 2005 to holders of record on June 15, 2005. The dividend and distribution is equivalent to an annual rate of \$0.975 per common share and common unit.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following discussion should be read in conjunction with the financial statements and notes thereto appearing elsewhere in this report. This report contains forward-looking statements within the meaning of the federal securities laws. We caution investors that any forward-looking statements presented in this report, or which management may make orally or in writing from time to time, are based on management's beliefs and assumptions made by, and information currently available to, management. When used, the words "anticipate," "believe," "expect," "intend," "may," "might," "plan," "estimate," "project," "should," "will," "result" and similar expressions, which do not relate solely to historical matters, are intended to identify forward-looking statements. Such statements are subject to risks, uncertainties and assumptions and are not guarantees of future performance, which may be affected by known and unknown risks, trends, uncertainties and factors that are beyond our control. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or projected. We expressly disclaim any responsibility to update forward-looking statements, whether as a result of new information, future events or otherwise.

Some of the risks and uncertainties that may cause our actual results, performance or achievements to differ materially from those expressed or implied by forward-looking statements include, among others, the following: adverse economic or real estate developments in our markets or the technology industry; general and local economic conditions; defaults on or non-renewal of leases by tenants; increased interest rates and operating costs; our failure to obtain necessary outside financing; decreased rental rates or increased vacancy rates; difficulties in identifying properties to acquire and completing acquisitions; our failure to successfully operate acquired properties and operations; our failure to maintain our status as a REIT; possible adverse changes to tax law; environmental uncertainties and risks related to natural disasters; financial market fluctuations; changes in foreign currency exchange rates; and changes in 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. In addition, we discussed a number of material risks in our annual report on Form 10-K for the year ended December 31, 2004. Those risks continue to be relevant to our performance and financial condition. 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 predict all such risk factors, nor can it 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. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results.

### Overview

*The Company.* We completed our initial public offering, or IPO, of common stock on November 3, 2004. We expect to qualify as a REIT for federal income tax purposes beginning with our initial taxable period ended December 31, 2004. The Company was formed on March 9, 2004. During the period from the Company's 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 common stock in connection with the initial capitalization of the Company. Because we believe that a discussion of the results of the Company prior to the completion of our IPO would not be meaningful, we have set forth below a discussion of historical combined operations for the Company and the Company Predecessor and as such, any reference in the Management's Discussion and Analysis of Financial Condition and Results of Operations to "our," "we" and "us" in this Item 2 includes the Company and the Company Predecessor. The Company Predecessor is comprised of the real estate activities and holdings of GI Partners related to the properties in our portfolio. The Company Predecessor's combined historical financial information includes:

- the wholly owned real estate subsidiaries and majority-owned real estate joint ventures that GI Partners contributed to our operating partnership in connection with our initial public offering;
- an allocation of GI Partners' line of credit to the extent that borrowings and related interest expense related to (1) borrowings to fund acquisitions of the properties in our portfolio and (2) borrowings to pay asset management fees paid by GI Partners that were allocated to the properties in our portfolio; and
- an allocation of the asset management fees paid to a related party and incurred by GI Partners, along with an allocation of the liability for any such fees that were unpaid as of December 31, 2003 and an allocation of GI Partners' general and administrative expenses.

*Business and strategy.* Our primary business objectives are to maximize sustainable long-term growth in earnings, funds from operations and cash flows and maximize returns to our stockholders. We expect to achieve our objectives by focusing on our core business of investing in technology-related real estate. We target high quality, strategically located properties containing applications and operations critical to the day-to-day operations of corporate enterprise data center and technology industry tenants. We focus on regional, national and international tenants, which require technology real estate and that are leaders in their respective areas. Most of our properties contain fully redundant electrical supply systems, multiple power feeds, above-standard electrical HVAC systems, raised floor areas to accommodate computer cables and below-floor cooling systems, extensive in-building communications cabling and high-level security systems. We focus solely on technology-related real estate because we believe that the growth in corporate enterprise data center adoption and the technology industry generally will be superior to that of the overall economy.

Since the acquisition of our first property in 2002 and through March 31, 2005, we have acquired an aggregate of 26 technology-related real estate properties with 6.3 million net rentable square feet. From January 1, 2005 through March 31, 2005, we acquired two technology-related properties, with approximately 635,329 net rentable square feet and as of May 12,

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2005, are under contract to acquire an additional two properties with approximately 982,090 net rentable square feet. We have developed detailed, standardized procedures for evaluating acquisitions to ensure that they meet our financial and other criteria. We expect to continue to acquire additional assets as a key part of our growth strategy. We intend to aggressively manage and lease our assets to increase their cash flow.

We may acquire properties subject to existing mortgage financing and other indebtedness or to new indebtedness, which may be incurred in connection with acquiring or refinancing these investments. Debt service on such indebtedness will have a priority over any dividends with respect to our common stock and our series A preferred stock. We intend to limit our indebtedness to 60% of our total market capitalization and, based on the closing price of our common stock on March 31, 2005 of \$14.37, our ratio of debt to total market capitalization was approximately 37.4% as of March 31, 2005. Our total market capitalization is defined as the sum of the market value of our outstanding common stock and preferred stock (which may decrease, thereby increasing our debt to total market capitalization ratio), excluding options issued under our incentive award plan, plus the aggregate value of the common and long-term incentive units not held by us, plus the book value of our total consolidated indebtedness. Total market capitalization as of March 31, 2005 includes 4,140,000 shares of preferred stock, 21,421,300 shares of our common stock and 31,521,431 common units and long-term incentive units, plus the book value of our total consolidated indebtedness.

*Revenue Base.* As of March 31, 2005, we owned 26 properties through our operating partnership. These properties are located throughout the U.S., with one property located in London, England, and contain a total of approximately 6.3 million net rentable square feet. We acquired our first portfolio property in January 2002, an additional four properties through December 31, 2002, eight properties during the year ended December 31, 2003, eleven properties during the year ended December 31, 2004 and two properties during the three months ended March 31, 2005. Excluding space held for redevelopment, as of March 31, 2005, the properties in our portfolio were approximately 88.9% leased at an average annualized rent per leased square foot of \$19.22. Since our tenants generally fund capital improvements, our lease terms are generally longer than standard commercial leases. At March 31, 2005, our average lease term was 12.4 years, with an average of 7.1 years remaining. Our lease expirations through 2007 are only 6.3% of net rentable square feet or 6.1% of aggregate annualized rent as of March 31, 2005.

*Operating expenses.* Our operating expenses generally consist of utilities, property and ad valorem taxes, insurance and site maintenance costs, as well as rental expenses on our ground lease. For the Company Predecessor, a significant portion of the general and administrative type expenses have been reflected in the asset management fees that were paid to GI Partners' related-party asset manager. The asset management fees were based on a fixed percentage of capital commitments made by the investors in GI Partners, a portion of which were allocated to the Company Predecessor. Since the consummation of our IPO, our asset management function has been internalized and we are incurring the majority of our general and administrative expenses directly. We have entered into a transition services agreement with CB Richard Ellis Investors with respect to transitional accounting and other services. In addition, as a public company, we are incurring significant legal, accounting and other expenses related to corporate governance, Securities and Exchange Commission reporting and compliance with the various provisions of Sarbanes-Oxley Act of 2002. In addition, we rely on third-party property managers for most of our properties. As of March 31, 2005, 14 of our properties were managed by CB Richard Ellis, an affiliate of GI Partners.

*Formation Transactions.* In connection with the completion of our IPO, our operating partnership received contributions from GI Partners and third parties of direct and indirect interests in the majority of the properties in our portfolio in exchange for consideration that included cash, assumption of debt, and common units in our operating partnership.

We accounted for the ownership interests contributed to us by GI Partners in exchange for common units in our operating partnership as a reorganization of entities under common control in a manner similar to a pooling of interests. Accordingly, the assets and liabilities contributed by GI Partners are accounted for by our operating partnership at GI Partners' historical cost. We utilized purchase accounting to account for the acquisition of ownership interests in 200 Paul Avenue and 1100 Space Park Drive, which were contributed to us by third parties in exchange for interests in our operating partnership, cash and the assumption of debt and for the acquisition of the 10% minority ownership interest in Univision Tower, which was contributed to us by our joint venture partner in exchange for an interest in our operating partnership and the repayment of debt. Accordingly, the purchase price for these interests, which are equal to the value of the common units that we issued in exchange plus cash paid and debt assumed, were allocated to the assets acquired and liabilities assumed based on the fair value of the assets and liabilities.

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

*Rental income.* The amount of net rental income generated by the properties in our portfolio depends principally on our ability to maintain the occupancy rates of currently leased space and to lease currently available space and space available from lease terminations. Excluding space held for redevelopment, as of March 31, 2005, the occupancy rate in the properties in our portfolio was approximately 88.9% of our net rentable square feet. The amount of rental income generated by us also depends on our ability to maintain or increase rental rates at our properties. In addition, one of our strategies is to convert approximately 213,523 net rentable square feet of data center space with extensive tenant improvements. That space is, or shortly will be, available for lease for multi-tenant colocation use, allowing us to lease small spaces at rates that are

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significantly higher than prevailing market rates for other uses. Negative trends in one or more of these factors could adversely affect our rental income in future periods. Future economic downturns or regional downturns affecting our submarkets or downturns in the technology industry that impair our ability to renew or re-lease space and the ability of our tenants to fulfill their lease commitments, as in the case of tenant bankruptcies, could adversely affect our ability to maintain or increase rental rates at our properties. In addition, growth in rental income will also partially depend on our ability to acquire additional technology-related real estate that meets our investment criteria. One of our tenants, VarTec Telecom, Inc. filed for Chapter 11 bankruptcy protection on November 1, 2004. VarTec Telecom, Inc. occupies 135,000 rentable square feet at our Carrollton, Texas property and 8,632 rentable square feet at our Univision Tower property in Dallas, Texas. We are closely monitoring their status and we believe our properties provide a favorable opportunity for consolidation of their operations. On August 3, 2004, prior to our acquisition of 200 Paul Avenue, Universal Access Inc. filed for Chapter 11 bankruptcy protection. Both tenants are current on their rental obligations.

*Scheduled lease expirations.* Our ability to re-lease expiring space will impact our results of operations. In addition to approximately 703,000 square feet of available space in our portfolio as of March 31, 2005, leases representing approximately 0.9% and 1.7% of the square footage of our portfolio are scheduled to expire during the nine months ending December 31, 2005 and the year ending December 31, 2006, respectively. The leases scheduled to expire in the years ending December 31, 2005 and 2006 represent approximately 0.7% and 1.8%, respectively, of our total annualized base rent.

*Conditions in significant markets.* As of March 31, 2005, our portfolio was geographically concentrated in the Boston, Dallas, Los Angeles, New York, Philadelphia, San Francisco and Silicon Valley metropolitan markets; these markets provided 9.0%, 17.7%, 9.3%, 6.4%, 6.6%, 10.1%, and 26.1%, respectively, of the annualized rent of the properties in our portfolio. As of March 31, 2005, we were under contract to acquire two properties in Chicago that will account for significant portions of our future annualized rent. Positive or negative changes in conditions in our significant markets will impact our overall performance. The Dallas, San Francisco and Silicon Valley metropolitan real estate markets were adversely affected by the downturn in the technology industry, and continue to stabilize as the technology industry and broader economy rebound. The majority of the 2.6% of net rentable square feet of our portfolio as of March 31, 2005, that is subject to expiration in the 21 months ending December 31, 2006 is in Denver. The Denver metropolitan real estate market was also adversely affected by the downturn in the technology industry. We believe that the Denver leasing market appears to be stabilizing, with recent positive absorption of space.

*Operating expenses.* Our operating expenses generally consist of utilities, property and ad valorem taxes, insurance and site maintenance costs, as well as rental expenses on our ground lease. We are also incurring general and administrative expenses, including expenses relating to the internalization of our asset management function, as well as significant legal, accounting and other expenses related to corporate governance, Securities and Exchange Commission reporting and compliance with the various provisions of the Sarbanes-Oxley Act of 2002. Increases or decreases in such operating expenses will impact our overall performance. As a newly public company, we are incurring additional operating expenses as we internalize our asset management function and begin to incur the majority of our expenses directly.

### **Critical Accounting Policies**

Our discussion and analysis of financial condition and results of operations are based upon our consolidated and combined financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles (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 Note 2 to our financial statements included elsewhere in this report and in our December 31, 2004 annual report on Form 10-K. 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 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 buildings and improvements, the occupancy of the building, the existence of above and below market tenant leases, the creditworthiness of the tenants, favorable or unfavorable financing and above or below market ground leases. Accordingly, we are required to make subjective assessments to allocate the purchase price paid to acquire investments in real estate among the assets acquired and liabilities assumed based on our estimate of the fair values of such assets and liabilities. This includes determining the value of the buildings and improvements, land, any ground leases, tenant improvements, in-place tenant leases, tenant relationships, the value (or negative value) of above (or below) market leases and any debt assumed from the seller or loans made by the seller to us. Each of these estimates requires a great deal of judgment and some of the estimates involve complex calculations. Our allocation methodology is summarized in Note 2 to our consolidated and combined financial statements included in our December 31, 2004 annual report on Form 10-K. 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 buildings as opposed to tenant leases, this amount would be recognized as an expense over a much longer period of time. This potential

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effect occurs because the amounts allocated to buildings are depreciated over the estimated lives of the buildings whereas amounts allocated to tenant leases are amortized over the terms of the leases. Additionally, the amortization of 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 leases and tenant relationships, which is included in depreciation and amortization in our combined statements of operations.

*Useful lives of assets.* We are required to make subjective assessments as to the useful lives of our properties for purposes of determining the amount of depreciation to record on an annual basis with respect to our investments in real estate. These assessments have a direct impact on our net income because if we were to shorten the expected useful lives of our investments in real estate we would depreciate such investments over fewer years, resulting in more depreciation expense and lower net income on an annual basis.

*Asset impairment valuation.* We review the carrying value of our properties when circumstances, such as adverse market conditions, indicate potential impairment may exist. We base our review on an estimate of the future cash flows (excluding interest charges) expected to result from the real estate investment's use and eventual disposition. 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 evaluation indicates that we may be 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. 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 an asset has been impaired, our strategy of holding properties over the long-term directly decreases the likelihood of recording 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 impairment has occurred, the affected assets must be reduced to their fair value. No such impairment losses have been recognized to date.

We estimate the fair value of rental properties utilizing a discounted cash flow analysis that includes projections of future revenues, expenses and capital improvement costs, and is similar to the income approach that is commonly utilized by appraisers.

### *Revenue Recognition*

Rental income is recognized using the straight-line method over the terms of the tenant leases. Deferred rent included in our balance sheets represent the aggregate excess of rental revenue recognized on a straight-line basis over the rental revenue that would be recognized under the terms of the leases. Our leases generally contain provisions under which the tenants reimburse us for a portion of property operating expenses and real estate taxes incurred by us. Such reimbursements are recognized in the period that the expenses are incurred. Lease termination fees are recognized when the related leases are canceled and we have no continuing obligation to provide services to such former tenants. As discussed above, we recognize amortization of the value of acquired above or below market tenant leases as a reduction of rental income in the case of above market leases or an increase to rental revenue in the case of below market leases.

We must make subjective estimates as to when our revenue is earned and the collectibility of our accounts receivable related to minimum rent, deferred rent, expense reimbursements, lease termination fees and other income. We specifically analyze accounts receivable and historical bad debts, tenant concentrations, tenant creditworthiness, and current economic trends when evaluating the adequacy of the allowance for bad debts. These estimates have a direct impact on our net income because a higher bad debt allowance would result in lower net income, and recognizing rental revenue as earned in one period versus another would result in higher or lower net income for a particular period.

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### Results of Operations

The discussion below relates to our financial condition and results of operations for the three months ended March 31, 2005 and 2004.

The following table identifies each of the properties in our portfolio acquired through March 31, 2005. Our property portfolio has experienced consistent and significant growth since the first property acquisition in January 2002. As a result of such growth, a period-to-period comparison of our financial performance focuses primarily on the impact on our revenues and expenses resulting from the new property additions to our portfolio. On a "same store" property basis, our revenues and expenses have remained substantially stable as a result of the generally consistent occupancy rates at our properties.

Acquired Properties	Metropolitan Area	Acquisition Date	Net Rentable Square Feet	Occupancy Rate		
				March 31, 2005	December 31, 2004	December 31, 2003
<b>Year Ended December 31, 2002</b>						
36 Northeast Second Street	Miami	Jan. 2002	162,140	81.2%	81.2%	95.7%
Univision Tower	Dallas	Jan. 2002	477,107	79.9	80.5	84.1
Camperdown House	London, UK	July 2002	63,233	100.0	100.0	100.0
Hudson Corporate Center	New York	Nov. 2002	311,950	87.4	88.7	88.7
NTT/Verio Premier Data Center	Silicon Valley	Dec. 2002	130,752	100.0	100.0	100.0
Subtotal			1,145,182			
<b>Year Ended December 31, 2003</b>						
Ardenwood Corporate Park	Silicon Valley	Jan. 2003	307,657	100.0	100.0	80.7
VarTec Building	Dallas	Jan. 2003	135,250	100.0	100.0	100.0
ASM Lithography Facility	Phoenix	May 2003	113,405	100.0	100.0	100.0
AT&T Web Hosting Facility	Atlanta	June 2003	250,191	50.5	50.0	50.0
Brea Data Center	Los Angeles	Aug 2003	68,807	100.0	100.0	100.0
Granite Tower	Dallas	Sept 2003	240,065	94.6	95.5	98.9
Maxtor Manufacturing Facility	Silicon Valley	Sept 2003	183,050	100.0	100.0	100.0
Stanford Place II	Denver	Oct 2003	366,184	88.4	85.7	79.8
Subtotal			1,664,609			
<b>Year Ended December 31, 2004</b>						
100 Technology Center Drive	Boston	Feb 2004	197,000	100.0	100.0	—
Siemens Building	Dallas	April 2004	125,538	100.0	100.0	—
Carrier Center	Los Angeles	May 2004	450,021	79.7	81.7	—
Savvis Data Center	Silicon Valley	May 2004	300,000	100.0	100.0	—
Comverse Technology Building	Boston	June 2004	386,956	100.0	100.0	—
Webb at LBJ	Dallas	Aug 2004	365,449	90.6	89.0	—
AboveNet Data Center	Silicon Valley	Sept 2004	187,085	96.2	97.1	—
eBay Data Center	Sacramento	Oct 2004	62,957	100.0	100.0	—
200 Paul Avenue	San Francisco	Nov 2004	532,238	83.4	83.1	—
1100 Space Park Drive	Silicon Valley	Nov 2004	167,951	46.6	46.6	—
Burbank Data Center	Los Angeles	Dec 2004	82,911	100.0	100.0	—
Subtotal			2,858,106			
<b>Quarter Ended March 31, 2005</b>						
833 Chestnut Street	Philadelphia	Mar 2005	547,195	91.5 <sup>(1)</sup>	—	—
MAPP Building	Minneapolis/St. Paul	Mar 2005	88,134	100.0	—	—
Subtotal			635,329			
Total			6,303,226			

<sup>(1)</sup> The property at 833 Chestnut Street has an additional 107,563 square feet of vacant space in shell condition available for redevelopment. The occupancy percentage presented excludes the space available for redevelopment.

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### *Comparison of the Three Months Ended March 31, 2005 to the Three Months Ended March 31, 2004*

As of March 31, 2005, our portfolio consisted of 26 properties with an aggregate of 6.3 million net rentable square feet compared to a portfolio consisting of 14 properties with an aggregate of 3.0 million net rentable square feet as of March 31, 2004. The increase in our portfolio reflects the acquisition of twelve properties with an aggregate of approximately 3.3 million net rentable square feet for the twelve months ended March 31, 2005.

Total revenues increased \$20.8 million, or 110.6%, to \$39.6 million for the three months ended March 31, 2005 compared to \$18.8 million for the three months ended March 31, 2004. Rental revenue increased \$16.7 million, or 104.4%, to \$32.7 million for the three months ended March 31, 2005 compared to \$16.0 million for the three months ended March 31, 2004. Revenues from tenant reimbursements increased \$3.8 million, or 140.7%, to \$6.5 million for the three months ended March 31, 2005 compared to \$2.7 million for the three months ended March 31, 2004. The increase in rental and tenant reimbursements revenue was primarily due to the twelve properties added to our portfolio during the twelve months ended March 31, 2005 along with a full three months of revenue earned in 2005 attributed to our acquisitions made during the three months ended March 31, 2004.

The increase in other revenue of \$0.4 million for the three months ended March 31, 2005 compared to the three months ended March 31, 2004 was primarily due to an increase in early lease termination fees.

Total expenses increased \$19.4 million, or 126.8%, to \$34.7 million for the three months ended March 31, 2005 compared to \$15.3 million for the three months ended March 31, 2004. The increase in total expenses was primarily due to twelve properties being added to our portfolio during the twelve months ended March 31, 2005 along with a full three months of expenses incurred in 2005 for our acquisitions made during the three months ended March 31, 2004, resulting in increases in rental property operating and maintenance expense, property taxes, insurance, interest expense, depreciation and amortization expense and general and administrative expense. The increase in total expenses was also due to expenses incurred in connection with being a public company after the completion of our IPO in November 2004.

Rental property operating and maintenance expense increased \$4.1 million, or 136.7%, to \$7.1 million for the three months ended March 31, 2005 compared to \$3.0 million for the three months ended March 31, 2004. Rental property operating and maintenance expenses included \$0.4 million and \$0.2 million for the three months ended March 31, 2005 and 2004, respectively, paid to affiliates of CB Richard Ellis Investors for property management and other fees. The increase is primarily due to the twelve properties added to our portfolio during the twelve months ended March 31, 2005 along with a full three months of expenses incurred in 2005 attributed to our acquisition made during the three months ended March 31, 2004.

Interest expense increased \$4.3 million, or 113.2%, to \$8.1 million for the three months ended March 31, 2005 compared to \$3.8 million for the three months ended March 31, 2004. The increase was associated with new mortgage debt incurred primarily in connection with the properties added to our portfolio. The increase in interest related to property acquisitions was partially offset by a reduction in interest related to loans repaid or refinanced in connection with the completion of our IPO.

Depreciation and amortization expense increased \$6.6 million, or 120.0%, to \$12.1 million for the three months ended March 31, 2005 compared to \$5.5 million for the three months ended March 31, 2004. The increase is primarily due to the twelve properties added to our portfolio during the twelve months ended March 31, 2005 along with a full three months of depreciation and amortization in 2005 attributed to our acquisition made during the three months ended March 31, 2004.

General and administrative expense increased \$2.3 million to \$2.4 million for the three months ended March 31, 2005 compared to \$0.1 million for the three months ended March 31, 2004. Prior to the completion of our IPO, general and administrative expenses were incurred by the Company Predecessor's related party asset manager and the Company Predecessor incurred an asset management fee, which is included separately in our combined statement of operations. Additionally, as a public company, we are incurring significant legal, accounting and other costs related to corporate governance, Securities and Exchange Commission reporting and other public company overhead. We expect to continue to incur significant general and administrative expenses as we internalize our accounting functions, partially related to increased headcount.

Other expenses are primarily comprised of write-offs of the carrying amounts for deferred rent, tenant improvements, acquired in place lease value and acquired above and below market lease values as a result of the early termination of tenant leases. Other expenses increased \$0.4 million for the three months ended March 31, 2005 compared to the three months ended March 31, 2004, primarily due to no early lease terminations experienced during the three months ended March 31, 2004.

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For the three months ended March 31, 2004, the monthly asset management fees to a related party were based on a fixed percentage of capital commitments by the investors in GI Partners, a portion of which was allocated to the Company Predecessor. Effective as of the completion of our IPO, no such fees are allocated to us.

### **Liquidity and Capital Resources**

#### *Analysis of Liquidity and Capital Resources*

As of March 31, 2005, we had \$2.9 million of cash and cash equivalents, excluding \$13.8 million of restricted cash. Restricted cash primarily consists of interest bearing cash deposits required by the terms of several of our mortgage loans for a variety of purposes, including real estate taxes, insurance, anticipated or contractually obligated tenant improvements and leasing reserves.

Our short term liquidity requirements primarily consist of operating expenses and other expenditures associated with our properties, dividend payments on our series A preferred stock, which was issued on February 9, 2005, dividend payments to our stockholders and distributions to our unitholders in the operating partnership required to maintain our REIT status, capital expenditures 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 unsecured credit facility.

Our properties require periodic investments of capital for tenant-related capital expenditures and for general capital improvements. As of March 31, 2005, we had commitments under leases in effect for \$2.4 million of tenant improvement costs and leasing commissions, including \$2.2 million for the remainder of 2005 and \$0.2 million in 2006. We also expect to incur costs of recurring capital improvements for our properties. Our nonrecurring capital expenditures are discretionary and vary substantially from period to period. 833 Chestnut Street, which we acquired in March 2005, contains 107,563 square feet of vacant space in shell condition. Lakeside Technology Center, which we are under contract to acquire, contains approximately 275,000 square feet of additional vacant space in shell condition. Depending on demand in these buildings, we may incur significant tenant improvement costs to build out these spaces.

As of March 31, 2005, we owned approximately 213,523 net rentable square feet of data center space with extensive installed tenant improvements that we may convert to multi-tenant colocation use during the next two years rather than lease such space to large single tenants. We estimate that the cost to convert this space will be approximately \$10—\$15 per square foot, on average. We may also spend additional amounts in the next two years related to the build-out of unimproved space for colocation use, depending on tenant demand; however, we currently have no commitments to do so. The cost to build out such unimproved space will vary based on the size and condition of the space.

In connection with the consummation of our IPO on November 3, 2004, our operating partnership entered into a new \$200.0 million unsecured revolving credit facility. Borrowings under the facility currently bear interest at a rate based on LIBOR plus a premium ranging from 1.375% to 1.750%, depending on our operating partnership's overall leverage, which premium was 1.625% as of March 31, 2005. The facility matures in November 2007, subject to a one-year extension option. On May 11, 2005, we amended our revolving credit agreement to permit for the expansion of the size of the facility to up to \$350.0 million at our request, subject to receipt of lender commitments and satisfaction of other conditions, and also added a \$100.0 million sub-facility for foreign exchange advances in Euros, British Sterling and Canadian Dollars. We intend to use available borrowings under the amended unsecured credit facility to, among other things, finance the acquisition of future properties (including, potentially, the right of first offer properties), to fund tenant improvements and capital expenditures, and to provide for working capital and other corporate purposes.

In February 2005, we completed the offering of 4.14 million shares of our 8.50% series A preferred stock for total net proceeds, after underwriting discounts and estimated expenses, of \$99.3 million, including the proceeds from the exercise of the underwriters' over-allotment option. We used the net proceeds from this offering to reduce borrowings under our unsecured credit facility, acquire two properties in March 2005 as described below and for investment and general corporate purposes.

In March 2005, we completed the acquisition of two properties, 833 Chestnut Street in Philadelphia, Pennsylvania and MAPP Building in Minneapolis, Minnesota. The aggregate purchase price for these properties was approximately \$74.6 million, which was paid from the proceeds of our offering of series A preferred stock described above along with the assumption of a \$9.7 million mortgage loan on the MAPP Building.

In March 2005, we entered into a purchase and sale agreement to acquire Lakeside Technology Center for an aggregate purchase price of approximately \$142.6 million. The seller can earn an additional \$20.0 million by obtaining a change in the real estate tax classification prior to December 31, 2006. We also entered into a separate purchase and sale agreement to acquire Printers' Square in Chicago, Illinois for an aggregate purchase price of approximately \$37.5 million. We initially

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intend to fund the purchase prices and the contingent fee, if applicable, with borrowings under our unsecured credit facility, or a combination of borrowings under the credit facility and secured long-term debt.

We expect to meet our long-term liquidity requirements to pay for scheduled debt maturities and to fund property 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. We also may fund future property acquisitions and non-recurring capital improvements using our unsecured credit facility pending permanent financing. On May 12, 2005, we amended our revolving credit agreement to permit for an expansion of the size of the facility of up to \$350.0 million and also add a \$100.0 million sub-facility for foreign exchange advances in Euros, British Sterling and Canadian Dollars.

### *Distributions*

We are required to distribute 90% of our REIT taxable income (excluding capital gains) on an annual basis in order to qualify as a REIT for federal income tax purposes. Accordingly, we intend to make, but are not contractually bound to make, regular quarterly distributions to preferred stockholders, common stockholders and unit holders from cash flow from operating activities. All such distributions are at the discretion of our board of directors. We may be required to use borrowings under the credit facility, if necessary, to meet REIT distribution requirements and maintain our REIT status. We consider market factors and our performance in addition to REIT requirements in determining distribution levels. 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 status as a REIT.

On February 14, 2005, we declared a dividend on our series A preferred stock of \$0.30694 per share for the period from February 9, 2005 through March 31, 2005, which was paid on March 31, 2005 to the holders of record on March 15, 2005. The dividend is equivalent to an annual rate of \$2.125 per preferred share.

On February 14, 2005, we also declared a dividend on our common stock, and caused our operating partnership to declare a distribution on its common units and long-term incentive units, of \$0.24375 per share, covering the period from January 1, 2005 through March 31, 2005, which was paid on March 31, 2005. The dividend is equivalent to an annual rate of \$0.975 per common share and common and long-term incentive unit.

### *Commitments and Contingencies*

The following table summarizes our contractual obligations as of March 31, 2005, including the maturities and scheduled principal on our secured debt and unsecured credit facility debt, and provides information about the commitments due in connection with our ground lease, tenant improvement and leasing commissions (in thousands):

<u>Obligation</u>	<u>Total</u>	<u>Remainder of 2005</u>	<u>2006-2007</u>	<u>2008-2009</u>	<u>Thereafter</u>
Long-term debt principal payments <sup>(1)</sup>	\$514,763	\$ 6,006	\$209,044	\$146,458	\$153,255
Ground lease <sup>(2)</sup>	10,726	181	482	482	9,581
Tenant improvements and leasing commissions	2,437	2,215	222	—	—
<b>Total</b>	<b>\$527,926</b>	<b>\$ 8,402</b>	<b>\$209,748</b>	<b>\$146,940</b>	<b>\$162,836</b>

<sup>(1)</sup> Includes \$36.0 million of borrowings under our unsecured credit facility, which matures in November 2007.

<sup>(2)</sup> After February 2036, rent for the remaining term of the ASM Lithography Facility ground lease will be determined based on a fair market value appraisal of the asset and, as a result, is excluded from the above information.

We are party to interest rate swap agreements with KeyBank National Association and Bank of America for approximately \$139.6 million of our variable rate debt that was outstanding as of March 31, 2005. Under these swaps, we receive variable-rate amounts in exchange for fixed-rate payments over the life of the agreements without exchange of the underlying principal amounts. See Item 3 "Quantitative and Qualitative Disclosures about Market Risk."

### *Outstanding Consolidated Indebtedness*

At March 31, 2005, we had approximately \$514.8 million of principal outstanding under long-term debt as set forth in the table below. Our ratio of debt to total market capitalization was approximately 37.4% (based on the closing price of our common stock on March 31, 2005 of \$14.37). As of March 31, 2005 approximately \$241.4 million of our outstanding long-term debt is variable rate debt; however, we have interest rate swap agreements for approximately \$139.6 million of our

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variable rate debt leaving \$101.8 million as unhedged variable debt. As a result, approximately 80.2% of our total indebtedness was subject to fixed interest rates and 19.8% to variable interest rates as of March 31, 2005.

The table below summarizes our debt, at March 31, 2005 (in millions):

<b>Debt Summary:</b>	
Fixed rate	\$273.4
Variable rate—hedged by interest rate swaps	139.6
<b>Total fixed rate</b>	<b>413.0</b>
Variable rate—unhedged	101.8
<b>Total</b>	<b>\$514.8</b>
<b>Percent of Total Debt:</b>	
Fixed rate	80.2%
Variable rate	19.8%
<b>Total</b>	<b>100.0%</b>
<b>Effective Interest Rate at End of Year</b>	
Fixed rate	5.73%
Variable rate—unhedged	6.16%
Effective interest rate	5.82%

The variable rate debt shown above bears interest at an interest rate based on 1-month, 3-month and 6-month LIBOR rates, depending on the agreement governing the debt. The debt secured by our properties at March 31, 2005 had a weighted- average term to initial maturity of approximately 5.3 years (approximately 6.0 years assuming exercise of extension options).

The following table sets forth information with respect to our indebtedness as of March 31, 2005, but does not give effect to the approximately \$139.6 million of principal subject to interest rate swap agreements (in thousands):

<u>Properties</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Annual Debt Service<sup>(1)</sup></u>	<u>Maturity Date</u>	<u>Balance at Maturity<sup>(2)</sup></u>
100 Technology Center Drive—Mortgage	LIBOR + 1.70%	\$ 20,000	\$ 964	Apr. 1, 2009	\$ 20,000
200 Paul Avenue—Mortgage	LIBOR + 3.17%	46,268	4,488	Jul. 1, 2006 <sup>(3)</sup>	43,794
Ardenwood Corporate Park, NTT/Verio Premier Data Center, VarTec Building—Mortgage	LIBOR + 1.59%	43,000	1,918	Aug. 9, 2006 <sup>(4)</sup>	43,000
Ardenwood Corporate Park, NTT/Verio Premier Data Center, VarTec Building—Mezzanine	LIBOR + 5.75%	22,000	1,896	Aug. 9, 2006 <sup>(4)</sup>	22,000
AT&T Web Hosting Facility—Mortgage	LIBOR + 1.85%	8,775	436	Dec. 1, 2006 <sup>(3)</sup>	8,775
Camperdown House—Mortgage	6.85%	25,566 <sup>(5)</sup>	3,682	Oct. 31, 2009	13,479
Carrier Center—Mortgage	LIBOR + 4.25% <sup>(6)</sup>	25,854	2,282	Nov. 11, 2007 <sup>(7)</sup>	24,713
Granite Tower—Mortgage	LIBOR + 1.20%	21,555	1,471	Jan. 1, 2009	19,530
MAPP Building—Mortgage	7.62% <sup>(8)</sup>	9,746	849	Mar. 1, 2032 <sup>(8)</sup>	70
Maxtor Manufacturing Facility—Mortgage	LIBOR + 2.25%	17,894	1,337	Dec. 31, 2006 <sup>(3)</sup>	17,186
Stanford Place II—Mortgage	5.14%	26,000	1,336	Jan. 10, 2009	26,000
Univision Tower—Mortgage <sup>(9)</sup>	6.04%	57,769	4,191	Nov. 6, 2009	54,075
Secured Term Debt <sup>(10)</sup>	5.65%	154,336	10,735	Nov. 11, 2014	130,247
Unsecured Credit Facility <sup>(11)</sup>	LIBOR + 1.625%	36,000	1,618	Nov. 3, 2007 <sup>(7)</sup>	36,000
<b>Total</b>		<b>\$514,763</b>			<b>\$458,869</b>

<sup>(1)</sup> Annual debt service for floating rate loans is calculated based on the 1-month, 3-month and 6-month LIBOR rates at March 31, 2005, which were 2.87%, 3.12% and 3.40%, respectively.

<sup>(2)</sup> Assuming no unscheduled payments have been made on the principal in advance of its due date.

<sup>(3)</sup> Two one-year extensions are available.

<sup>(4)</sup> A 13-month extension and a one-year extension are available.

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- (5) Based on our hedged exchange rate of \$1.8472 to £1.00.
- (6) Subject to a 2.5% LIBOR floor.
- (7) A one-year extension option is available.
- (8) The anticipated repayment date is March 1, 2012. If the loan is not repaid by this date, the interest rate increases to the greater of 9.62% or the then treasury rate plus 2%.
- (9) The Univision Tower loan is also secured by a \$5.0 million letter of credit.
- (10) This amount represents six mortgage loans secured by our interests in 36 Northeast Second Street, Brea Data Center, Comverse Technology Building, Hudson Corporate Center, Siemens Building, and Webb at LBJ. Each of these loans are cross-collateralized by the six properties.
- (11) The interest rate under our unsecured credit facility equals either (i) LIBOR plus a margin of between 1.375% and 1.750% or (ii) the greater of (x) the base rate announced by the lender and (y) the federal funds rate, plus a margin of between 0.375%—0.750%. In each case, the margin is based on our leverage ratio.

*Unsecured Credit Facility.* In November 2004, we entered into a three-year, \$200.0 million unsecured revolving credit facility that expires November 3, 2007. On May 11, 2005, we amended our revolving credit agreement to permit for the expansion of the size of the facility to up to \$350.0 million at our request, subject to receipt of lender commitments and satisfaction of other conditions, and also added a \$100.0 million sub-facility for foreign exchange advances in Euros, British Sterling and Canadian Dollars. Our credit facility has a borrowing limit based upon a percentage of the value of the unsecured properties included in the facility's borrowing base. Approximately \$36.0 million was drawn under this facility and \$5.0 million was subject to an outstanding letter of credit as of March 31, 2005 and approximately \$84.9 million of this credit facility remained available pursuant to the terms of this facility at that date. We intend to fund the purchase prices of Lakeside Technology Center and Printers' Square with borrowings under the credit facility or a combination of borrowings under the credit facility and secured debt. We may be required to include Lakeside Technology Center and/or Printers' Square in the unsecured borrowing base in order to borrow sufficient funds under the revolving credit facility. In May 2005, we added two properties to the unsecured borrowing base increasing our availability for future borrowings to \$129.2 million as of May 13, 2005. The unsecured credit facility has a one-year extension option. The credit facility contains covenants including limitations on our and our subsidiaries' ability to incur additional indebtedness, make certain investments or merge with another company, limitations on our ability to make distributions to our stockholders and other restricted payments, and requirements for us to maintain financial coverage ratios and maintain a pool of unencumbered assets.

### **Off-Balance Sheet Arrangements**

Our off-balance sheet arrangements consist of interest rate cap agreements in connection with certain of our indebtedness, a currency fluctuation hedge arrangement in connection with our ownership of the Camperdown House property in London, England and interest rate swap agreements with KeyBank National Association and Bank of America related to \$139.6 million of outstanding principal on our variable rate debt. See Item 3 "Quantitative and Qualitative Disclosures about Market Risk."

As of March 31, 2005, GI Partners had \$1.2 million of letters of credit outstanding that secure obligations relating to two of our properties, Carrier Center and Stanford Place II. These letters of credit were initially issued in lieu of making deposits required by a local utility and in lieu of establishing a restricted cash account on behalf of a lender. We are in the process of causing these letters of credit to be transferred to us. We are currently reimbursing GI Partners for the costs of maintaining the letters of credit, which payments are less than \$5,000 per quarter. We currently have no other off-balance sheet arrangements.

### **Cash Flows**

The following summary discussion of our cash flows is based on the consolidated and combined 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 Three Months Ended March 31, 2005 to Three Months Ended March 31, 2004*

Cash and cash equivalents were \$2.9 million and \$4.3 million at March 31, 2005 and 2004, respectively.

Net cash provided by operating activities increased \$5.1 million to \$11.7 million for the three months ended March 31, 2005 compared to \$6.6 million for the three months ended March 31, 2004. The increase was primarily due to revenues from the properties added to our portfolio which was partially offset by the increased interest expense incurred on the mortgage and other secured debt related to the acquired properties.

Net cash used in investing activities increased \$31.0 million to \$71.6 million for the three months ended March 31, 2005 compared to \$40.6 million for the three months ended March 31, 2004. The increase was primarily the result of the acquisition of two properties during the three months ended March 31, 2005, which required a larger investment than the property acquired during the three months ended March 31, 2004.

Net cash provided by financing activities increased \$25.3 million to \$58.3 million, for the three months ended March 31, 2005 compared to \$33.0 million for the three months ended March 31, 2004. The increase was primarily due to proceeds from the sale of preferred stock of \$103.5 million during the three months ended March 31, 2005 offset by costs paid related to our preferred stock offering and our IPO totaling \$4.4 million, payment of dividends and distribution totaling \$22.5 million during the three months ended March 31, 2005, net repayments of debt totaling \$17.8 million during the three months ended March 31, 2005 compared to net borrowings of \$20.6 million during the three months ended March 31, 2004 and net contributions from the owner of the Company Predecessor of \$12.5 million during the three months ended March 31, 2004.

**Inflation**

Substantially all 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.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Our future income, cash flows and fair values relevant to financial instruments are dependent 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 rating and other factors.

Effective November 26, 2004, we entered into interest rate swap agreements with KeyBank National Association and Bank of America for approximately \$140.3 million of our variable rate debt, of which \$139.6 million is outstanding as of March 31, 2005. As a result, approximately 80.2% of our total indebtedness was subject to fixed interest rates as of March 31, 2005. The table below summarizes the terms of these interest rate swaps and their fair values as of March 31, 2005 (in thousands):

Current Notional Amount	Strike Rate	Effective Date	Expiration Date	Fair Value
\$ 46,268	3.178%	Nov. 26, 2004	Jul. 1, 2006	\$ 344
43,000	3.250	Nov. 26, 2004	Sep. 15, 2006	396
21,510	3.754	Nov. 26, 2004	Jan. 1, 2009	429
20,000	3.824	Nov. 26, 2004	Apr. 1, 2009	431
8,775	3.331	Nov. 26, 2004	Dec. 1, 2006	93
<hr/>				
\$139,553				\$ 1,693

If interest rates were to increase by 10%, or approximately 40 basis points, the fair value of our interest rate swaps would decrease by approximately \$1.0 million. If interest rates were to decrease by 10%, or approximately 40 basis points, the fair value of our interest rate swaps would increase by approximately \$1.0 million.

If interest rates were to increase by 10%, or approximately 40 basis points, the increase in interest expense on the unhedged variable rate debt would decrease future earnings and cash flows by approximately \$0.4 million annually. If fixed interest rates were to increase by 10%, the fair value of our \$273.4 million principal amount of outstanding fixed rate debt would decrease by approximately \$5.8 million. If interest rates were to decrease by 10%, or approximately 40 basis points, the decrease in interest expense on the unhedged variable rate debt would be approximately \$0.4 million annually. If interest rates were to decrease by 10%, the fair value of our \$273.4 million principal amount of outstanding fixed rate debt would increase by approximately \$5.7 million.

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.

As of March 31, 2005, our total outstanding debt was approximately \$515.7 million, which consisted of \$456.8 million of principal outstanding for mortgage loans and \$0.9 million for the debt premium on one of our mortgage loans, \$36.0 million of notes payable under our line of credit and \$22.0 million of other secured loans. Approximately \$241.4 million of our total outstanding debt was variable rate debt and after considering that \$139.6 million of such debt is hedged with interest rate swaps, our variable rate debt comprises 19.8% of our total outstanding debt. As of March 31, 2005, the fair value of our outstanding fixed-rate debt approximated \$278.5 million compared to the carrying value of \$274.3 million, comprised of \$273.4 of principal and \$0.9 million of debt premium.

We are also party to a foreign currency hedging contract with a notional value of approximately £7.9 million, which we use to convert the balance of our investment in the Camperdown House property into U.S. dollars. The fair value of this forward contract was (\$0.2) million as of March 31, 2005 using the currency exchange rate in effect as of that date. If the exchange rate of United States Dollars to Great Britain Pounds were to increase by 10%, the fair value of our forward contract would decrease by \$1.4 million to (\$1.6) million. If the exchange rate of United States Dollars to Great Britain Pounds were to decrease by 10%, the fair value of our forward contract would increase by \$1.5 million to \$1.3 million.

**ITEM 4. CONTROLS AND PROCEDURES**

**Evaluation of Disclosure Controls and Procedures**

We have adopted and maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, 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 management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by SEC Rule 13a-15(b), we have carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the quarter covered by this report. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

**Changes in Internal Control Over Financial Reporting**

There has been no change in our internal control over financial reporting that has occurred during the fiscal quarter ended March 31, 2005 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**PART II. OTHER INFORMATION**

**ITEM 1 – Legal Proceedings.**

None.

**ITEM 2 – Changes in Securities and Use of Proceeds.**

None.

**ITEM 3 – Defaults Upon Senior Securities.**

None.

**ITEM 4 – Submission of Matters to a Vote of Security Holders.**

None.

**ITEM 5 – Other Information.**

(a) None.

(b) None.

**ITEM 6 – Exhibits**

(a) Exhibits

- 10.47 Amendment No. 1 to the Credit Agreement, dated as of May 11, 2005, among Digital Realty Trust, L.P., as Borrower, the guarantors party thereto, Citigroup North America, Inc., as Administrative Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Syndication Agent, and the other agents and lenders party thereto.
- 31.1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1 Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes Oxley Act of 2002.
- 32.2 Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes Oxley Act of 2002.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DIGITAL REALTY TRUST, INC.

May 16, 2005

/s/ MICHAEL F. FOUST

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**Michael F. Foust**  
**Chief Executive Officer**

May 16, 2005

/s/ A. WILLIAM STEIN

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**A. William Stein**  
**Chief Financial Officer and Chief Investment Officer**

**AMENDMENT NO. 1 TO THE  
CREDIT AGREEMENT**

Dated as of May 11, 2005

**AMENDMENT NO. 1 TO THE CREDIT AGREEMENT** (this "**Amendment**") among Digital Realty Trust, L.P. (the "**Borrower**"); Citicorp North America, Inc. ("**CNAI**"), as administrative agent (the "**Administrative Agent**"), the financial institutions party to the Credit Agreement referred to below (collectively, the "**Lender Parties**"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("**Merrill Lynch**"), as syndication agent (the "**Syndication Agent**"), Bank of America, N.A., KeyBank National Association and Royal Bank of Canada (the "**Co-Documentation Agents**"), and Citigroup Global Markets Inc. and Merrill Lynch (the "**Arrangers**").

**PRELIMINARY STATEMENTS:**

(1) The Borrower, Digital Realty Trust, Inc. (the "**Parent Guarantor**"), the subsidiaries of the Borrower, the Lender Parties, the Administrative Agent, the Syndication Agent and the Co-Documentation Agents have entered into a Credit Agreement, dated as of November 3, 2004 (the "**Credit Agreement**"). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Credit Agreement.

(2) The Borrower and the Required Lenders have agreed to amend the Credit Agreement as hereinafter set forth.

SECTION 1. Amendments to Credit Agreement. The Credit Agreement is, upon the occurrence of the Amendment Effective Date (as defined in Section 2), hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended to add the following new definitions in their appropriate alphabetical order:

"**Amendment No. 1 Effective Date**" means the date on which all of the conditions to effectiveness of Amendment No. 1 to the Credit Agreement, dated as of May 11, 2005, have been satisfied.

"**Assuming Lender**" has the meaning specified in Section 2.18(d).

"**Assumption Agreement**" has the meaning specified in Section 2.18(d)(i).

"**Canadian Dollars**" and "**CN\$**" each means lawful currency of Canada.

"**Commitment Date**" has the meaning specified in Section 2.18(b).

"**Commitment Increase**" has the meaning specified in Section 2.18(a).

"**Committed Foreign Currencies**" means Canadian Dollars, Sterling and Euros.

“**Dollars**” and the “**\$**” sign each means lawful currency of the United States of America.

“**EMU Legislation**” means legislative measures of the European Union for the introduction of, changeover to or operation of the Euro in one or more member states.

“**Equivalent**” in Dollars of any Committed Foreign Currency on any date means the equivalent in Dollars of such Committed Foreign Currency determined by using the quoted spot rate at which the Sub-Agent’s principal office in London offers to exchange Dollars for such Committed Foreign Currency in London prior to 4:00 P.M. (London time) (unless otherwise indicated by the terms of this Agreement) on such date as is required pursuant to the terms of this Agreement, and the “**Equivalent**” in any Committed Foreign Currency of Dollars means the equivalent in such Committed Foreign Currency of Dollars determined by using the quoted spot rate at which the Sub-Agent’s principal office in London offers to exchange such Committed Foreign Currency for Dollars in London prior to 4:00 P.M. (London time) (unless otherwise indicated by the terms of this Agreement) on such date as is required pursuant to the terms of this Agreement.

“**EURIBO Rate**” means, for any Interest Period, the rate appearing on Moneyline Telerate Markets Page 248 (or on any successor or substitute page of such service, or any successor to or substitute for such service, in each case providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in Euro by reference to the Banking Federation of the European Union Settlement Rates for deposits in Euro) at 11:00 a.m., London time, two Business Days before the commencement of such Interest Period, as the rate for deposits in Euro with a maturity comparable to such Interest Period or, if for any reason such rate is not available, the average (rounded upward, if necessary, to the nearest whole multiple of 1/100 of 1% per annum, if such average is not such a multiple) of the respective rates per annum at which deposits in Euro are offered by the principal office of each of the Reference Banks in London, England to prime banks in the London interbank market at 11:00 A.M. (London time) two Business Days before the first day of such Interest Period in an amount substantially equal to such Reference Bank’s Eurocurrency Rate Advance comprising part of such Borrowing in Euros to be outstanding during such Interest Period and for a period equal to such Interest Period (subject, however, to the provisions of Section 2.07).

“**Euro**” and “**€**” each means the lawful currency of the European Union as constituted by the Treaty of Rome which established the European Community, as such treaty may be amended from time to time and as referred to in the EMU Legislation.

“**Eurocurrency Lending Office**” means, with respect to any Lender Party, the office of such Lender Party specified as its “Eurocurrency Lending Office” opposite its name on Schedule I hereto or in the Assignment and Acceptance or Assumption Agreement pursuant to which it became a Lender Party (or, if no such office is specified, its Domestic Lending Office), or such other office of such Lender Party as such Lender Party may from time to time specify to the Borrower and the Administrative Agent.

“**Eurocurrency Rate**” means, for any Interest Period for all Eurocurrency Rate Advances comprising part of the same Borrowing, an interest rate per annum equal to the rate per annum obtained by dividing (a)(i) in the case of any Revolving Credit Advance denominated in Dollars or any Committed Foreign Currency other than Euro, the rate per annum (rounded upward, if necessary, to the nearest whole multiple of 1/100 of 1% per annum) appearing on Moneyline Telerate Markets Page 3750 (or any successor page) as the London interbank offered rate for

deposits in Dollars or the applicable Committed Foreign Currency at 11:00 A.M. (London time) two Business Days before the first day of such Interest Period for a period equal to such Interest Period or, if for any reason such rate is not available, and subject to the provisions of Section 2.07, the average (rounded upward, if necessary, to the nearest whole multiple of 1/100 of 1% per annum, if such average is not such a multiple) of the rate per annum at which deposits in Dollars or the applicable Committed Foreign Currency is offered by the principal office of each of the Reference Banks in London, England to prime banks in the London interbank market at 11:00 A.M. (London time) two Business Days before the first day of such Interest Period in an amount substantially equal to such Reference Bank's Eurocurrency Rate Advance comprising part of such Borrowing to be outstanding during such Interest Period (or, if such Reference Bank shall not have such a Eurocurrency Rate Advance, U.S. \$1,000,000) and for a period equal to such Interest Period or (ii) in the case of any Revolving Credit Advance denominated in Euro, the EURIBO Rate by (b) a percentage equal to 100% minus the Eurocurrency Rate Reserve Percentage for such Interest Period.

**"Eurocurrency Rate Advance"** means an Advance denominated in Dollars or a Committed Foreign Currency that bears interest as provided in Section 2.07(a)(ii).

**"Eurocurrency Rate Reserve Percentage"** means, for any Interest Period for all Eurocurrency Rate Advances comprising part of the same Borrowing, the reserve percentage applicable two Business Days before the first day of such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on Eurocurrency Rate Advances is determined) having a term equal to such Interest Period.

**"Increase Date"** has the meaning specified in Section 2.18(a).

**"Increased Commitment Amount"** has the meaning specified in Section 2.18(b).

**"Increasing Lender"** has the meaning specified in Section 2.18(b).

**"Other Lender"** has the meaning specified in Section 2.18(e).

**"Philadelphia Property"** means the property known as "Digital 833 Chestnut Street" located at 833 Chestnut Street (aka 819-841 Chestnut St.), Philadelphia, Pennsylvania 19107.

**"Primary Currency"** has the meaning specified in Section 9.14(c).

**"Revolving Credit Borrowing Minimum"** means, in respect of Revolving Credit Advances denominated in Dollars, \$5,000,000, in respect of Revolving Credit Advances denominated in Canadian Dollars, CN\$5,000,000, in respect of Revolving Credit Advances denominated in Sterling, £5,000,000 and, in respect of Revolving Credit Advances denominated in Euros, €5,000,000.

**"Revolving Credit Borrowing Multiple"** means, in respect of Revolving Credit Advances denominated in Dollars, \$500,000, in respect of Revolving Credit Advances denominated in Canadian Dollars, CN\$500,000, in respect of Revolving Credit Advances denominated in

Sterling, £500,000 and, in respect of Revolving Credit Advances denominated in Euros, €500,000.

**“Revolving Credit Reduction Minimum”** means, in respect of Revolving Credit Advances denominated in Dollars, \$1,000,000, in respect of Revolving Credit Advances denominated in Canadian Dollars, CN\$1,000,000, in respect of Revolving Credit Advances denominated in Sterling, £1,000,000 and, in respect of Revolving Credit Advances denominated in Euros, €1,000,000.

**“Revolving Credit Reduction Multiple”** means, in respect of Revolving Credit Advances denominated in Dollars, \$250,000, in respect of Revolving Credit Advances denominated in Canadian Dollars, CN\$250,000, in respect of Revolving Credit Advances denominated in Sterling, £250,000 and, in respect of Revolving Credit Advances denominated in Euros, €250,000.

**“Sub-Agent”** means Citibank International plc.

**“Sterling”** and **“£”** each means lawful currency of the United Kingdom of Great Britain and Northern Ireland.

(b) Section 1.01 of the Credit Agreement is hereby amended to restate the following definitions set forth therein in their entirety to read as follows:

**“Administrative Agent’s Account”** means (a) in the case of Advances denominated in Dollars, the account of the Administrative Agent maintained by the Administrative Agent with Citibank, N.A., at its office at 2 Penns Way, Suite 200, New Castle, Delaware 19720, ABA No. 021000089, Account No. 36852248, Account Name: Agency/Medium Term Finance, Reference: Digital Realty, Attention: Global Loans/Agency, (b) in the case of Advances denominated in any Committed Foreign Currency, the account of the Sub-Agent designated in writing from time to time by the Administrative Agent to the Borrower and the Lender Parties for such purpose and (c) in any such case, such other account as the Administrative Agent shall specify in writing to the Lender Parties.

**“Base Rate Advance”** means an Advance denominated in Dollars that bears interest as provided in Section 2.07(a)(i).

**“Business Day”** means a day of the year on which banks are not required or authorized by law to close in New York City and, if the applicable Business Day relates to any Eurocurrency Rate Advances, on which dealings are carried on in the London interbank market and banks are open for business in London and in the country of issue of the currency of such Eurocurrency Rate Advance (or, in the case of an Advance denominated in Euro, on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open).

**“Lenders”** means the Initial Lenders, each Assuming Lender that shall become a party hereto pursuant to Section 2.18 and each Person that shall become a Lender hereunder pursuant to Section 9.07 for so long as such Initial Lender or Person, as the case may be, shall be a party to this Agreement.

**“Revolving Credit Commitment”** means, (a) with respect to any Lender at any time, the amount set forth opposite such Lender’s name on Schedule I hereto under the caption “Revolving Credit Commitment” or (b) if such Lender has entered into one or more Assignment and

Acceptances or Assumption Agreements, set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(d) as such Lender's "Revolving Credit Commitment", as such amount may be reduced at or prior to such time pursuant to Section 2.05 or increased pursuant to Section 2.18.

(c) The definitions of "**Eurodollar Lending Office**", "**Eurodollar Rate**", "**Eurodollar Rate Advance**" and "**Eurodollar Rate Reserve Percentage**" set forth in Section 1.01 of the Credit Agreement are hereby deleted in their entirety.

(d) The definition of "**Borrower's Account**" in Section 1.01 of the Credit Agreement is hereby amended by deleting the words "or such other account" in the fourth line thereof and substituting therefor the words "and/or such other account".

(e) The definition of "**Domestic Lending Office**" in Section 1.01 of the Credit Agreement is hereby amended by adding after the words "Assignment and Acceptance" in the third line thereof the words "or Assumption Agreement".

(f) The definition of "**Required Lenders**" in Section 1.01 of the Credit Agreement is hereby amended by adding after the words "aggregate principal amount" in the second line thereof a new parenthetical to read "(based on the Equivalent in Dollars at such time)".

(g) The definition of "**Unused Revolving Credit Commitment**" in Section 1.01 of the Credit Agreement is hereby amended by adding after the words "aggregate principal amount" in the third line thereof a new parenthetical to read "(denominated in Dollars (or the Equivalent thereof))".

(h) Section 2.01(a) of the Credit Agreement is hereby amended in full to read as follows:

"(a) **The Revolving Credit Advances.** Each Lender severally agrees, on the terms and conditions hereinafter set forth, to make advances (each a "**Revolving Credit Advance**") to the Borrower from time to time on any Business Day during the period from the date hereof until the Termination Date (i) in an amount for each such Revolving Credit Advance not to exceed such Lender's Unused Revolving Credit Commitment at such time, and (ii) for all such Revolving Credit Advances denominated in a Committed Foreign Currency, in an aggregate amount at any time outstanding not to exceed the Equivalent of \$100,000,000 in such Committed Foreign Currencies. Each Borrowing shall be in an aggregate amount not less than the Revolving Credit Borrowing Minimum or a Revolving Credit Borrowing Multiple in excess thereof and shall consist of Revolving Credit Advances of the same Type and in the same currency made simultaneously by the Lenders ratably according to their Revolving Credit Commitments. Within the limits of each Lender's Unused Revolving Credit Commitment in effect from time to time and prior to the Termination Date, the Borrower may borrow under this Section 2.01(a), prepay pursuant to Section 2.06(a) and reborrow under this Section 2.01(a)."

(i) Section 2.01(b) of the Credit Agreement is hereby amended by adding after the words "letters of credit" in the first sentence thereof the words "denominated in Dollars".

(j) Section 2.01(c) of the Credit Agreement is hereby amended by adding after the words "Swing Line Advances" in the first sentence thereof the words "denominated in Dollars".

(k) Section 2.02(a) of the Credit Agreement is hereby amended in full to read as follows:

“(a) Except as otherwise provided in Section 2.03, each Borrowing shall be made on notice, given not later than (x) 1:00 P.M. (New York City time) on the third Business Day prior to the date of the proposed Borrowing in the case of a Borrowing consisting of Eurocurrency Rate Advances denominated in Dollars, (y) 1:00 P.M. (London time) on the third Business Day prior to the date of the proposed Borrowing in the case of a Revolving Credit Borrowing consisting of Eurocurrency Rate Advances denominated in any Committed Foreign Currency, or (z) 12:00 P.M. (New York City time) on the date of the proposed Borrowing in the case of a Borrowing consisting of Base Rate Advances, by the Borrower to the Administrative Agent (and, in the case of a Borrowing consisting of Eurocurrency Rate Advances denominated in any Committed Foreign Currency, simultaneously to the Sub-Agent), which shall give to each Lender prompt notice thereof by telex or telecopier. Each such notice of a Borrowing (a “**Notice of Borrowing**”) shall be by telephone, confirmed immediately in writing, or telex or telecopier or e-mail, in each case in substantially the form of Exhibit B hereto, specifying therein the requested (i) date of such Borrowing, (ii) Type of Advances comprising such Borrowing, (iii) aggregate amount of such Borrowing and (iv) in the case of a Borrowing consisting of Eurocurrency Rate Advances, initial Interest Period and currency for each such Advance. Each Lender shall, before 1:00 P.M. (New York City time) on the date of such Borrowing in the case of a Borrowing consisting of Advances denominated in Dollars, and before 1:00 P.M. (London time) on the date of such Borrowing in the case of a Borrowing consisting of Eurocurrency Advances denominated in any Committed Foreign Currency, make available for the account of its Applicable Lending Office to the Administrative Agent at the applicable Administrative Agent’s Account, in same day funds, such Lender’s ratable portion of such Borrowing in accordance with the respective Commitments of such Lender and the other Lenders. After the Administrative Agent’s receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent will make such funds available to the Borrower by crediting the Borrower’s Account; *provided, however*, that the Administrative Agent shall first make a portion of such funds equal to the aggregate principal amount of any Swing Line Advances and Letter of Credit Advances made by the Swing Line Bank or any Issuing Bank, as the case may be, and by any other Lender and outstanding on the date of such Borrowing, plus interest accrued and unpaid thereon to and as of such date, available to the Swing Line Bank or such Issuing Bank, as the case may be, and such other Lenders for repayment of such Swing Line Advances and Letter of Credit Advances.”

(l) Section 2.02(c) of the Credit Agreement is hereby amended in full to read as follows:

“(c) Anything in subsection (a) above to the contrary notwithstanding, (i) the Borrower may not select Eurocurrency Rate Advances for the initial Borrowing hereunder or for any Borrowing if the aggregate amount of such Borrowing is less than the Revolving Credit Borrowing Minimum or if the obligation of the Lenders to make Eurocurrency Rate Advances shall then be suspended pursuant to Section 2.07(d)(ii), 2.09 or 2.10 and (ii) there may not be more than seven (7) separate Borrowings outstanding at any time.”

(m) Section 2.02(e) of the Credit Agreement is hereby amended in full to read as follows:

“(e) Unless the Administrative Agent shall have received notice from a Lender prior to (x) the date of any Borrowing consisting of Eurocurrency Rate Advances or (y) 12:00 Noon (New York City time) on the date of any Borrowing consisting of Base Rate Advances that such Lender will not make available to the Administrative Agent such Lender’s ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with subsection (a) of this Section 2.02 and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay or pay to the Administrative Agent forthwith on demand such corresponding amount and to pay interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid or paid to the Administrative Agent, at (i) in the case of the Borrower, the higher of (A) the interest rate applicable at such time under Section 2.07 to Advances comprising such Borrowing and (B) the cost of funds incurred by the Administrative Agent in respect of such amount in the case of Advances denominated in Committed Foreign Currencies and (ii) in the case of such Lender, (A) the Federal Funds Rate in the case of Advances denominated in Dollars or (B) the cost of funds incurred by the Administrative Agent in respect of such amount in the case of Advances denominated in Committed Foreign Currencies. If such Lender shall pay to the Administrative Agent such corresponding amount, such amount so paid shall constitute such Lender’s Advance as part of such Borrowing for all purposes.”

(n) Section 2.05(a) of the Credit Agreement is hereby amended in full to read as follows:

“(a) Optional. The Borrower may, upon at least three Business Days’ notice to the Administrative Agent, terminate in whole or reduce in part the unused portions of the Swing Line Facility, the Letter of Credit Facility and the Unused Revolving Credit Commitments; *provided, however*, that each partial reduction of a Facility (i) shall be in an aggregate amount of the Revolving Credit Reduction Minimum (or in the case of the Swing Line Facility, \$250,000) or a Revolving Credit Reduction Multiple in excess thereof and (ii) shall be made ratably among the Lenders in accordance with their Commitments with respect to such Facility.”

(o) Section 2.06(a) of the Credit Agreement is hereby amended in full to read as follows:

“(a) Optional. The Borrower may, upon same day notice in the case of Base Rate Advances and two Business Days’ notice in the case of Eurocurrency Rate Advances, in each case to the Administrative Agent stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding aggregate principal amount of the Advances comprising part of the same Borrowing in whole or ratably in part, together with accrued interest to the date of such prepayment on the aggregate principal amount prepaid; *provided, however*, that (i) each partial prepayment shall be in an aggregate principal amount not less than the Revolving Credit Reduction Minimum or a Revolving Credit Reduction Multiple in excess thereof or, if less, the amount of the Advances outstanding and (ii) if any

prepayment of a Eurocurrency Rate Advance is made on a date other than the last day of an Interest Period for such Advance, the Borrower shall also pay any amounts owing pursuant to Section 9.04(c).”

(p) Section 2.06(b)(i) of the Credit Agreement is hereby amended by (i) adding after the words “in an amount” in the fourth line thereof the words “in Dollars” and (ii) adding after the words “aggregate principal amount” in clause (A) thereof the words “in Dollars (including, if applicable, the Equivalent in Dollars of any such Advances that are not Dollar denominated)”.

(q) Section 2.07(d)(ii) of the Credit Agreement is hereby amended in full to read as follows:

“(ii) If Moneyline Telerate Markets Page 3750 (or, with respect to Eurocurrency Rate Advances denominated in Euros, Moneyline Telerate Markets Page 248) is unavailable and fewer than two Reference Banks are able to furnish timely information to the Administrative Agent for determining the Eurocurrency Rate for any Eurocurrency Rate Advances,

(A) the Administrative Agent shall forthwith notify the Borrower and the Lenders that the interest rate cannot be determined for such Eurocurrency Rate Advances,

(B) each such Advance will automatically, on the last day of the then existing Interest Period therefor, (i) if such Advance is a Eurocurrency Rate Advance that is denominated in Dollars, Convert into Base Rate Advances and (ii) if such Advance is a Eurocurrency Rate Advance that is denominated in a Committed Foreign Currency, be exchanged for an Equivalent amount of Dollars and Convert into a Base Rate Advance (or if such Advance is then a Base Rate Advance, will continue as a Base Rate Advance), and

(C) the obligation of the Lenders to make, or to Convert Advances into, Eurocurrency Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist with respect to such Eurocurrency Rate Advances.”

(r) Section 2.08(a) of the Credit Agreement is hereby amended by adding after the words “Assignment and Acceptance” in the first sentence thereof the words “or the Assumption Agreement, as the case may be,”.

(s) Section 2.09(a) of the Credit Agreement is hereby amended by (i) adding after the words “portion of the Advances” in the fourth line thereof the words “denominated in Dollars”, (ii) adding after the words “Borrowing into Advances” in the fifth line thereof the words “denominated in Dollars” and (iii) adding after the words “(i) the date of such Conversion, (ii) the” in the twelfth line thereof the words “Dollar denominated”.

(t) Section 2.09(b) of the Credit Agreement is hereby amended by (i) adding after the words “comprising any Borrowing” in paragraph (i) thereof a new parenthetical to read “(including, if applicable, the Equivalent in Dollars of any such Advances that are not Dollar denominated)”, (ii) adding after the words “existing Interest Period therefor” in paragraph (ii) thereof “(i) if such Eurocurrency Rate Advance is denominated in Dollars, Convert into a Base

Rate Advance and (ii) if such Eurocurrency Rate Advance is denominated in a Committed Foreign Currency, be exchanged for an Equivalent amount of Dollars” and (iii) deleting “Convert” after the words “existing Interest Period therefor,” in paragraph (iii) thereof and substituting therefor “(1) if such Eurocurrency Rate Advance is denominated in Dollars, be Converted into a Base Rate Advance and (2) if such Eurocurrency Rate Advance is denominated in any Committed Foreign Currency, be exchanged for an Equivalent amount of Dollars and be Converted”.

(u) Section 2.10(a) of the Credit Agreement is hereby amended by adding after the words “central bank or other governmental authority” in clause (i) thereof the words “, including, without limitation, any agency of the European Union or similar monetary or multinational authority”.

(v) Section 2.10(c) of the Credit Agreement is hereby amended by adding after “existing Interest Period therefor” in clause (i) thereof the words “(x) if such Eurocurrency Advance is denominated in Dollars, Convert into a Base Rate Advance, and (y) if such Eurocurrency Advance is denominated in any Committed Foreign Currency, be exchanged for an equivalent amount of Dollars and”.

(w) Section 2.10(d) of the Credit Agreement is hereby amended in full to read as follows:

“(d) Notwithstanding any other provision of this Agreement, if the introduction of or any change in or in the interpretation of any law or regulation shall make it unlawful, or any central bank or other governmental authority shall assert that it is unlawful, for any Lender or its Eurocurrency Lending Office to perform its obligations hereunder to make Eurocurrency Rate Advances in Dollars or any Committed Foreign Currency or to fund or continue to fund or maintain Eurocurrency Rate Advances in Dollars or any Committed Foreign Currency hereunder, then, on notice thereof and demand therefor by such Lender to the Borrower through the Administrative Agent, (i) each Eurocurrency Rate Advance will automatically, upon such demand, (x) if such Eurocurrency Advance is denominated in Dollars, Convert into a Base Rate Advance, and (y) if such Eurocurrency Advance is denominated in any Committed Foreign Currency, be exchanged for an equivalent amount of Dollars and Convert into a Base Rate Advance and (ii) the obligation of the Lenders to make, or to Convert Advances into, Eurocurrency Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower that such Lender has determined that the circumstances causing such suspension no longer exist; *provided, however,* that, before making any such demand, such Lender agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Eurocurrency Lending Office if the making of such a designation would allow such Lender or its Eurocurrency Lending Office to continue to perform its obligations to make Eurocurrency Rate Advances or to continue to fund or maintain Eurocurrency Rate Advances and would not, in the judgment of such Lender, be otherwise disadvantageous to such Lender.”

(x) Section 2.11(a) of the Credit Agreement is hereby amended in full to read as follows:

“(a) The Borrower shall make each payment hereunder (except with respect to principal of, interest on, and other amounts relating to, Advances denominated in a Committed Foreign Currency), irrespective of any right of counterclaim or set-off (except as otherwise provided in Section 2.13), not later than 2:00 P.M. (New York City time) on the day when due in Dollars to the Administrative Agent at the applicable Administrative Agent’s Account in same day funds, with payments being received by the Administrative Agent after such time being deemed to have been received on the next succeeding Business Day. The Borrower shall make each payment hereunder with respect to principal of, interest on, and other amounts relating to, Advances denominated in a Committed Foreign Currency, irrespective of any right of counterclaim or set-off (except as otherwise provided in Section 2.13), not later than 11:00 A.M. (local time) on the day when due in such Committed Foreign Currency to the Administrative Agent at the applicable Administrative Agent’s Account in same day funds, with payments being received by the Administrative Agent after such time being deemed to have been received on the next succeeding Business Day. The Administrative Agent will promptly thereafter cause like funds to be distributed (i) if such payment by the Borrower is in respect of principal, interest, commitment fees or any other Obligation then payable hereunder and under the Notes to more than one Lender Party, to such Lender Parties for the account of their respective Applicable Lending Offices ratably in accordance with the amounts of such respective Obligations then payable to such Lender Parties and (ii) if such payment by the Borrower is in respect of any Obligation then payable hereunder to one Lender Party, to such Lender Party for the account of its Applicable Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon any Assuming Lender becoming a Lender hereunder as a result of a Commitment Increase pursuant to Section 2.18 and upon the Administrative Agent’s receipt of such Lender’s Assumption Agreement and recording of the information contained therein in the Register, from and after the applicable Increase Date, the Administrative Agent shall make all payments hereunder and under any Notes issued in connection therewith in respect of the interest assumed thereby to such Assuming Lender. Upon its acceptance of an Assignment and Acceptance and recording of the information contained therein in the Register pursuant to Section 9.07(d), from and after the effective date of such Assignment and Acceptance, the Administrative Agent shall make all payments hereunder and under the Notes in respect of the interest assigned thereby to the Lender Party assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.”

(y) Section 2.11(e) of the Credit Agreement is hereby amended by deleting “at the Federal Funds Rate” at the end of the second sentence and substituting therefor “(i) at the Federal Funds Rate in the case of Advances denominated in Dollars or (ii) the cost of funds incurred by the Administrative Agent in respect of such amount in the case of Advances denominated in any Committed Foreign Currency”.

(z) Section 2.11 of the Credit Agreement is hereby further amended by (i) adding the following new subsection (f) thereto:

“(f) To the extent that the Administrative Agent receives funds for application to the amounts owing by the Borrower under or in respect of this Agreement or any Note in currencies other than the currency or currencies required to enable the Administrative Agent to distribute funds to the Lenders in accordance with the terms of this Section 2.11, the Administrative Agent shall be entitled to convert or exchange such

funds into Dollars or into a Committed Foreign Currency or from Dollars to a Committed Foreign Currency or from a Committed Foreign Currency to Dollars, as the case may be, to the extent necessary to enable the Administrative Agent to distribute such funds in accordance with the terms of this Section 2.11, *provided* that the Borrower and each of the Lenders hereby agree that the Administrative Agent shall not be liable or responsible for any loss, cost or expense suffered by the Borrower or such Lender as a result of any conversion or exchange of currencies effected pursuant to this Section 2.11(f) or as a result of the failure of the Administrative Agent to effect any such conversion or exchange; and *provided further* that the Borrower agrees to indemnify the Administrative Agent and each Lender, and hold the Administrative Agent and each Lender harmless, for any and all losses, costs and expenses incurred by the Administrative Agent or any Lender for any conversion or exchange of currencies (or the failure to convert or exchange any currencies) in accordance with this Section 2.11(f).” ; and

(ii) re-lettering the existing clause (f) thereof as clause (g).

(aa) Section 2.12(e) of the Credit Agreement is hereby amended by (i) adding after the words “each Initial Lender Party, and on the date of” in the first sentence thereof the words “the Assumption Agreement or” and (ii) adding after the words “*provided, however*, that if, at the effective date of the” in the second sentence thereof the words “Assumption Agreement or the”.

(bb) Section 2.15(b) of the Credit Agreement is hereby amended by adding after the words “Assignment and Acceptance” in clause (ii) thereof the words “and Assumption Agreement”.

(cc) Article II of the Credit Agreement is hereby amended by adding the following new Section 2.18 thereto:

“SECTION 2.18. Increase in the Aggregate Commitments. (a) The Borrower may, at any time by written notice to the Administrative Agent, request an increase in the aggregate amount of the Revolving Credit Commitments by not less than \$5,000,000 (each such proposed increase, a “**Commitment Increase**”) to be effective as of a date that is at least 90 days prior to the scheduled Termination Date then in effect (the “**Increase Date**”) as specified in the related notice to the Administrative Agent; *provided, however*, that (i) in no event shall the aggregate amount of the Commitments at any time exceed \$350,000,000 and (ii) on the date of any request by the Borrower for a Commitment Increase and on the related Increase Date, the conditions set forth in Sections 3.01(a)(i) and 3.02 shall be satisfied.

(b) The Administrative Agent shall promptly notify the Lenders of each request by the Borrower for a Commitment Increase, which notice shall include (i) the proposed amount of such requested Commitment Increase, (ii) the proposed Increase Date and (iii) the date by which Lenders wishing to participate in the Commitment Increase must commit to an increase in the amount of their respective Commitments (the “**Commitment Date**”). Each Lender that is willing to participate in such requested Commitment Increase (each, an “**Increasing Lender**”) shall, in its sole discretion, give written notice to the Administrative Agent on or prior to the Commitment Date of the amount by which it is willing to increase its Commitment (an “**Increased Commitment Amount**”). If the Lenders notify the Administrative Agent that they are willing to increase the amount of their respective Commitments by an aggregate amount that exceeds the amount of the requested Commitment Increase, the requested Commitment

Increase shall be allocated to each Lender willing to participate therein in an amount equal to the Commitment Increase multiplied by the ratio of each Lender's Increased Commitment Amount to the aggregate amount of all Increased Commitment Amounts.

(c) Promptly following each Commitment Date, the Administrative Agent shall notify the Borrower as to the amount, if any, by which the Lenders are willing to participate in the requested Commitment Increase. If the aggregate amount by which the Lenders are willing to participate in any requested Commitment Increase on any such Commitment Date is less than the requested Commitment Increase, then the Borrower may extend offers to one or more Eligible Assignees to participate in any portion of the requested Commitment Increase that has not been committed to by the Lenders as of the applicable Commitment Date; *provided, however*, that the Commitment of each such Eligible Assignee shall be in an amount of \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof, or, if less than \$5,000,000, the amount of the requested Commitment Increase that has not been committed to by the Lenders as of the applicable Commitment Date.

(d) On each Increase Date, each Eligible Assignee that accepts an offer to participate in a requested Commitment Increase in accordance with Section 2.18(c) (an "**Assuming Lender**") shall become a Lender party to this Agreement as of such Increase Date and the Commitment of each Increasing Lender for such requested Commitment Increase shall be so increased by such amount (or by the amount allocated to such Lender pursuant to the last sentence of Section 2.18(b)) as of such Increase Date; *provided, however*, that the Administrative Agent shall have received on or before such Increase Date the following, each dated such date:

(i) an assumption agreement from each Assuming Lender, if any, in form and substance satisfactory to the Borrower and the Administrative Agent (each, an "**Assumption Agreement**"), duly executed by such Assuming Lender, the Administrative Agent and the Borrower; and

(ii) confirmation from each Increasing Lender of the increase in the amount of its Commitment in a writing satisfactory to the Borrower and the Administrative Agent.

On each Increase Date, upon fulfillment of the conditions set forth in the immediately preceding sentence of this Section 2.18(d), the Administrative Agent shall notify the Lenders (including, without limitation, each Assuming Lender) and the Borrower, on or before 1:00 P.M. (New York City time), by telecopier or telex, of the occurrence of the Commitment Increase to be effected on such Increase Date and shall record in the Register the relevant information with respect to each Increasing Lender and each Assuming Lender on such date.

(e) On the Increase Date, each Assuming Lender and each Increasing Lender, without executing an Assignment and Acceptance, shall be deemed to have purchased an assignment from each Lender that is not an Assuming Lender or an Increasing Lender (an "**Other Lender**") of a portion of the Advances then outstanding and owed to such Other Lender under this Agreement in an amount equal to (i) with respect to each Assuming Lender, such Assuming Lender's Pro Rata Share (calculated immediately following the effectiveness of the increase in the Revolving Credit Facility on the Increase Date) of all Advances owed to such Other Lender immediately prior to

the effectiveness of the increase in the Revolving Credit Facility on the Increase Date, and (ii) with respect to each Increasing Lender, the product of (A) the ratio, expressed as a percentage, obtained by dividing (1) the amount by which such Increasing Lender's Commitment is increasing on the Increase Date by (2) the amount of the Revolving Credit Facility immediately following the increase thereof effected on the Increase Date, *multiplied by*, (B) all Advances owed to such Other Lender immediately prior to the effectiveness of the increase in the Revolving Credit Facility on the Increase Date. The Administrative Agent shall calculate the net amount to be paid by each Assuming Lender and Increasing Lender and received by each Other Lender in connection with the assignments effected hereunder on the Increase Date. Each Assuming Lender and Increasing Lender shall make the amount of its required payment available to the Administrative Agent, in same day funds, at the office of the Administrative Agent not later than 12:00 P.M. (New York time) on the Increase Date. The Administrative Agent shall distribute on the Increase Date the proceeds of such amount to each of the Other Lenders entitled to receive such payments at its Applicable Lending Office."

(dd) Section 3.02 of the Credit Agreement is hereby amended in full to read as follows:

"SECTION 3.02. Conditions Precedent to Each Borrowing, Issuance, Renewal, Commitment Increase and Extension. The obligation of each Lender to make an Advance (other than a Letter of Credit Advance made by an Issuing Bank or a Lender pursuant to Section 2.03(c) and a Swing Line Advance made by a Lender pursuant to Section 2.02(b)) on the occasion of each Borrowing (including the initial Borrowing), the obligation of each Issuing Bank to issue a Letter of Credit (including the initial issuance) or renew a Letter of Credit, the extension of Commitments pursuant to Section 2.16, a Commitment Increase pursuant to Section 2.18 and the right of the Borrower to request a Swing Line Borrowing shall be subject to the further conditions precedent that on the date of such Borrowing, issuance, renewal, extension or increase the following statements shall be true and the Administrative Agent shall have received for the account of such Lender, the Swing Line Bank or such Issuing Bank (x) an Unencumbered Assets Certificate dated the date of such Borrowing, issuance, renewal, extension or increase and (y) a certificate signed by a duly authorized officer of the Borrower, dated the date of such Borrowing, issuance, renewal, extension or increase, stating that:

(i) the representations and warranties contained in each Loan Document are true and correct on and as of such date, before and after giving effect to (A) such Borrowing, issuance, renewal, extension or increase and (B) in the case of any Borrowing, issuance or renewal, the application of the proceeds therefrom, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties shall have been true and accurate on and as of such earlier date));

(ii) no Default or Event of Default has occurred and is continuing, or would result from (A) such Borrowing, issuance, renewal, extension or increase or (B) in the case of any Borrowing or issuance or renewal, from the application of the proceeds therefrom; and

(iii) for each Revolving Credit Advance or Swing Line Advance made by the Swing Line Bank or issuance or renewal of any Letter of Credit, (A)

60% of the Total Unencumbered Asset Value equals or exceeds the Facility Exposure that will be outstanding after giving effect to such Advance, issuance or renewal, respectively, and (B) before and after giving effect to such Advance, issuance or renewal, the Parent Guarantor shall be in compliance with the covenants contained in Section 5.04, together with supporting information in form satisfactory to the Administrative Agent showing the computations used in determining compliance with such covenants;

and (b) the Administrative Agent shall have received such other approvals, opinions or documents as any Lender Party through the Administrative Agent may reasonably request in order to confirm (i) the accuracy of the Loan Parties' representations and warranties contained in the Loan Documents, (ii) the Loan Parties' timely compliance with the terms, covenants and agreements set forth in the Loan Documents, (iii) the absence of any Default and (iv) the rights and remedies of the Secured Parties or the ability of the Loan Parties to perform their Obligations."

(ee) Section 5.01(j)(iii)(A) of the Credit Agreement is hereby amended by adding the following proviso immediately after the words "either or both of such conditions; and" at the end of the existing proviso thereto:

"*provided further* that the survey in respect of the Philadelphia Property delivered to the Administrative Agent prior to the Amendment No. 1 Effective Date shall be deemed to be satisfactory for purposes of determining compliance with the provisions of clause (4) above with respect to the date of such survey; and"

(ff) Section 5.03(d) of the Credit Agreement is hereby amended in full to read as follows:

"(d) Unencumbered Assets Certificate. As soon as available and in any event within 45 days after the end of each quarter of each Fiscal Year, an Unencumbered Assets Certificate, as at the end of such quarter, certified by the Chief Financial Officer (or other Responsible Officer performing similar functions) of the Parent Guarantor."

(gg) Section 5.03(e) of the Credit Agreement is hereby amended in full to read as follows:

"(e) Unencumbered Assets Financials. As soon as available and in any event within 45 days after the end of each quarter of each Fiscal Year, financial information in respect of all Unencumbered Assets, in form and detail satisfactory to the Administrative Agent."

(hh) Section 5.04(a)(iv) of the Credit Agreement is hereby amended by deleting the words "Total Debt" in the second line thereof and substituting therefor the words "Consolidated Debt".

(ii) Section 8.02 is amended by (i) adding after the words "Administrative Agent receives and accepts an" in clause (a) thereof the words "Assumption Agreement entered into by an Assuming Lender as provided in Section 2.18 or an", (ii) adding after the words "it has received and accepted such" in clause (a) thereof the words "Assumption Agreement or" and (iii) adding after the words "Assignment and Acceptance" in clause (a) thereof the words "as the case may, in each case".

(jj) Article VIII of the Credit Agreement is hereby amended by adding the following new Section 8.07 thereto:

“SECTION 8.07. Sub-Agent. The Sub-Agent has been designated under this Agreement to carry out duties of the Administrative Agent with respect to Advances denominated in a Committed Foreign Currency. The Sub-Agent shall be subject to each of the obligations in this Agreement to be performed by the Sub-Agent, and each of the Borrower and the Lender Parties agrees that the Sub-Agent shall be entitled to exercise each of the rights and shall be entitled to each of the benefits of the Administrative Agent under this Agreement as relate to the performance of its obligations hereunder.”

(kk) Section 9.02(a) of the Credit Agreement is hereby amended by (i) deleting the name “Jason Holloway” in the eighth line thereof and substituting therefor the name “Wendy Will” and (ii) deleting the e-mail address “Jason@gipartners.com” in the ninth line thereof and substituting therefor the e-mail address “wwill@digitalrealtytrust.com”.

(ll) Section 9.04(c) is hereby amended by deleting after the words “Conversion pursuant to” in the third line thereof the words “Section 2.06, 2.09(b)(i) or 2.10(d)” and substituting therefor the words “Section 2.06, 2.09(b)(i), 2.10(d) or 2.18(e)”.

(mm) Article IX of the Credit Agreement is hereby amended by (i) adding the following new Section 9.14 thereto:

“SECTION 9.14. Judgment Currency. (a) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase Dollars with such other currency at Citibank N.A.’s principal office in London at 11:00 A.M. (London time) on the Business Day preceding that on which final judgment is given.

(b) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in a Committed Foreign Currency into Dollars, the parties agree to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase such Committed Foreign Currency with Dollars at Citibank N.A.’s principal office in London at 11:00 A.M. (London time) on the Business Day preceding that on which final judgment is given.

(c) The obligation of the Borrower in respect of any sum due from it in any currency (the “**Primary Currency**”) to any Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in any other currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent (including by the Administrative Agent on behalf of such Lender, as the case may be), of any sum adjudged to be so due in such other currency, such Lender or the Administrative Agent (as the case may be) may in accordance with normal banking procedures purchase the applicable Primary Currency with such other currency. If the amount of the applicable Primary Currency so purchased is less than such sum due to such Lender or the Administrative Agent (as the case may be) in the applicable Primary Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent (as the case may be)

against such loss, and if the amount of the applicable Primary Currency so purchased exceeds such sum due to any Lender or the Administrative Agent (as the case may be) in the applicable Primary Currency, such Lender or the Administrative Agent (as the case may be) agrees to promptly remit to the Borrower such excess.” ;

(ii) adding the following new Section 9.15 thereto:

“SECTION 9.15. Substitution of Currency. If a change in any Committed Foreign Currency occurs pursuant to any applicable law, rule or regulation of any governmental, monetary or multi-national authority, this Agreement (including, without limitation, the definition of Eurocurrency Rate) will be amended to the extent determined by the Administrative Agent (acting reasonably and in consultation with the Borrower) to be necessary to reflect the change in currency and to put the Lender Parties and the Borrower in the same position, so far as possible, that they would have been in if no change in such Committed Foreign Currency had occurred.” ; and

(iii) to renumber the existing Section 9.14 as Section 9.16.

(nn) Each reference in the Credit Agreement, in Schedule I to the Credit Agreement and in Exhibit D (Assignment and Acceptance) to the Credit Agreement to “Eurodollar Lending Office” shall, on and after the Amendment Effective Date, be deemed to be a reference to “Eurocurrency Lending Office”.

(oo) Each reference in the Credit Agreement to “Eurodollar Rate” shall, on and after the Amendment Effective Date, be deemed to be a reference to “Eurocurrency Rate”.

(pp) Each reference in the Credit Agreement to “Eurodollar Rate Advance” shall, on and after the Amendment Effective Date, be deemed to be a reference to “Eurocurrency Rate Advance”.

(qq) Each reference in the Credit Agreement to “Eurodollar Rate Reserve Percentage” shall, on and after the Amendment Effective Date, be deemed to be a reference to “Eurocurrency Rate Reserve Percentage”.

(rr) Exhibit B (Notice of Borrowing) to the Credit Agreement is hereby amended in its entirety in the form attached hereto as Annex A.

(ss) Exhibit F (Unencumbered Assets Certificate) to the Credit Agreement is hereby amended by deleting the reference in the title thereof to “Month ending \_\_\_\_/\_\_\_\_/\_\_\_\_” and substituting therefor the reference “Quarter ending \_\_\_\_/\_\_\_\_/\_\_\_\_”.

SECTION 2. Conditions of Effectiveness. This Amendment shall become effective as of the first date (the “**Amendment Effective Date**”) on which, and only if, each of the following conditions precedent shall have been satisfied:

(a) the Administrative Agent shall have received (i) counterparts of this Amendment executed by the Borrower and the Required Lenders or, as to any of the Lenders, advice satisfactory to the Administrative Agent that such Lender has executed this Amendment, and (ii) the consent attached hereto (the “**Consent**”) executed by each of the Guarantors.

(b) The representations and warranties set forth in each of the Loan Documents shall be correct in all material respects on and as of the Amendment Effective Date, before and after giving effect to this Amendment, as though made on and as of such date (except (i) for any such representation and warranty that, by its terms, refers to a specific date other than the Amendment Effective Date, in which case as of such specific date, (ii) that the Consolidated financial statements of Digital Realty Predecessor referred to in Section 4.01(g) of the Credit Agreement shall be deemed to refer to the Consolidated financial statements of the Parent Guarantor and its Subsidiaries most recently delivered to the Administrative Agent pursuant to Sections 5.03(b) and 5.03(c), respectively, on or prior to the Amendment Effective Date and (iii) that the forecasted Consolidated financial statements of the Parent Guarantor and its Subsidiaries referred to in Section 4.01(h) of the Credit Agreement shall be deemed to refer to the forecasted Consolidated financial statements of the Parent Guarantor and its Subsidiaries most recently delivered to the Administrative Agent prior to the Amendment Effective Date).

(c) No event shall have occurred and be continuing, or shall result from the effectiveness of this Amendment, that constitutes a Default.

(d) All of the fees and expenses of the Administrative Agent (including the reasonable fees and expenses of counsel for the Administrative Agent) due and payable on the Amendment Effective Date shall have been paid in full.

(e) Certified copies of (i) the resolutions of the Board of Directors, general partner or managing member, as applicable, of (A) the Borrower approving this Amendment and the matters contemplated hereby and thereby and (B) each Guarantor approving the Consent and the matters contemplated hereby and thereby and (ii) all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Amendment, the Consent and the matters contemplated hereby and thereby.

(f) A certificate of the Secretary or an Assistant Secretary of (i) the Borrower certifying the names and true signatures of the officers of the Borrower authorized to sign this Amendment and (ii) each Guarantor certifying the names and true signatures of the officers of such Guarantor authorized to sign the Consent.

The effectiveness of this Amendment is conditioned upon the accuracy of the factual matters described herein. This Amendment is subject to the provisions of Section 9.01 of the Credit Agreement.

SECTION 3. Reference to and Effect on the Credit Agreement, the Notes and the Loan Documents. (a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

(b) The Credit Agreement, the Notes and each of the other Loan Documents, as specifically amended by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 4. Costs and Expenses. The Borrower agrees to pay on demand all costs and expenses of the Administrative Agent in connection with the preparation, execution, delivery and administration, modification and amendment of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable fees and expenses of counsel for the Administrative Agent) in accordance with the terms of Section 9.04 of the Credit Agreement.

SECTION 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Balance of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**BORROWER:**

DIGITAL REALTY TRUST, L.P.

By: DIGITAL REALTY TRUST, INC., its sole  
general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and Chief Investment  
Officer

Signature Page

**ADMINISTRATIVE AGENT:**

CITICORP NORTH AMERICA, INC.

By /s/ Blake R. Gronich

Name: Blake R. Gronich

Title: Vice President

Signature Page

**LENDER PARTIES:**

MERRILL LYNCH CAPITAL CORPORATION

By /s/ John C. Rowland

Name: John C. Rowland

Title: Vice President

Signature Page

BANK OF AMERICA, N.A.

By /s/ Christopher T. Neil

Name: Christopher T. Neil

Title: Vice President

Signature Page

By /s/ John J. Murphy

Name: John J. Murphy

Title: Vice President

Signature Page

ROYAL BANK OF CANADA

By /s/ Gordon MacArthur

Name: Gordon MacArthur

Title: Authorized Signatory

Signature Page

CREDIT SUISSE FIRST BOSTON, ACTING  
THROUGH ITS CAYMAN ISLANDS BRANCH

By /s/ Bill O'Daly

Name: Bill O'Daly

Title: Director

By /s/ Cassandra Droogan

Name: Cassandra Droogan

Title: Associate

Signature Page

**CONSENT**

Dated as of May 11, 2005

Each of the undersigned, as a Guarantor under the Credit Agreement referred to in the foregoing Amendment, hereby consents to such Amendment and hereby confirms and agrees that notwithstanding the effectiveness of such Amendment, the Guaranty contained in the Credit Agreement is and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of such Amendment, each reference in the Loan Documents to "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Credit Agreement, as amended by such Amendment.

**GUARANTORS:**

DIGITAL REALTY TRUST, INC.

By /s/ A. William Stein  
Name: A. William Stein  
Title: Chief Financial Officer and  
Chief Investment Officer

DIGITAL SERVICES, INC.

By /s/ A. William Stein  
Name: A. William Stein  
Title: Authorized Signatory

GLOBAL ASML, LLC

By: DIGITAL REALTY TRUST, L.P.,  
its member and manager

By: DIGITAL REALTY TRUST, INC., its  
sole general partner

By /s/ A. William Stein  
Name: A. William Stein  
Title: Chief Financial Officer and  
Chief Investment Officer

Signature Page

GLOBAL LAFAYETTE STREET  
HOLDING COMPANY, LLC

By: DIGITAL REALTY TRUST, L.P.,  
its member and manager

By: DIGITAL REALTY TRUST, INC., its  
sole general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and  
Chief Investment Officer

GLOBAL LAFAYETTE STREET, LLC

By: GLOBAL LAFAYETTE STREET  
HOLDING COMPANY, LLC

By: DIGITAL REALTY TRUST, L.P.,  
its member and manager

By: DIGITAL REALTY TRUST, INC., its  
sole general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and  
Chief Investment Officer

GIP FAIRMONT HOLDING COMPANY, LLC

By: DIGITAL REALTY TRUST, L.P.,  
its member and manager

By: DIGITAL REALTY TRUST, INC., its  
sole general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and  
Chief Investment Officer

Signature Page

GIP FAIRMONT, LLC

By: GIP FAIRMONT HOLDING COMPANY, LLC

By: DIGITAL REALTY TRUST, L.P.,  
its member and manager

By: DIGITAL REALTY TRUST, INC., its  
sole general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and  
Chief Investment Officer

GLOBAL INNOVATION SUNSHINE  
HOLDINGS LLC

By: DIGITAL REALTY TRUST, L.P.,  
its member and manager

By: DIGITAL REALTY TRUST, INC., its  
sole general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and  
Chief Investment Officer

GLOBAL GOLD CAMP, LLC

By: GLOBAL GOLD CAMP HOLDING  
COMPANY, LLC,  
its sole member and manager

By: DIGITAL REALTY TRUST, L.P.,  
its sole member and manager

By: DIGITAL REALTY TRUST, INC.,  
its general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and  
Chief Investment Officer

Signature Page

GLOBAL GOLD CAMP HOLDING  
COMPANY, LLC

By: DIGITAL REALTY TRUST, L.P.,  
its sole member and manager

By: DIGITAL REALTY TRUST, INC.,  
its general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and  
Chief Investment Officer

DIGITAL 833 CHESTNUT, LLC

By: DIGITAL REALTY TRUST, L.P.,  
its sole member and manager

By: DIGITAL REALTY TRUST, INC.,  
its general partner

By /s/ A. William Stein

Name: A. William Stein

Title: Chief Financial Officer and  
Chief Investment Officer

Signature Page

NOTICE OF BORROWING

\_\_\_\_\_

Citicorp North America, Inc.,  
as Administrative Agent  
under the Credit Agreement  
referred to below  
2 Penns Way, Suite 200  
New Castle, Delaware 19720  
United States of America  
Attention: Anitra Lawrence, Bank Loan Syndications Department

[Citibank International plc,  
as Sub-Agent  
under the Credit Agreement  
referred to below  
4 Harbour Exchange, 2<sup>nd</sup> Floor  
London E14 9GE  
United Kingdom  
Attention: \_\_\_\_\_]

Ladies and Gentlemen:

The undersigned, DIGITAL REALTY TRUST, L.P., refers to the Revolving Credit Agreement dated as of November 3, 2004 (as amended from time to time, the "**Credit Agreement**"; the terms defined therein being used herein as therein defined), among the undersigned, Digital Realty Trust, Inc., as Parent Guarantor, the Subsidiary Guarantors party thereto, the Lender Parties party thereto and Citicorp North America, Inc., as Administrative Agent for the Lender Parties, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement, and in that connection sets forth below the information relating to such Borrowing (the "**Proposed Borrowing**") as required by Section [2.02(a)][2.02(b)] of the Credit Agreement:

- (i) The Business Day of the Proposed Borrowing is \_\_\_\_\_, \_\_\_\_.
- (ii) The Facility under which the Proposed Borrowing is requested is the [Revolving Credit][Swing Line] Facility.

- (iii) The Type of Advances comprising the Proposed Borrowing is [Base Rate Advances] [Eurocurrency Rate Advances].
- (iv) The aggregate amount of the Proposed Borrowing is [\_\_\_\_\_].
- (v) [The initial Interest Period for each Eurocurrency Rate Advance made as part of the Proposed Borrowing is \_\_\_\_\_ month[s].] [The currency for such Borrowing is [Canadian Dollars][Sterling][Euros]. [The maturity of such Borrowing is \_\_\_\_\_.]

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

- (A) The representations and warranties contained in each Loan Document are true and correct on and as of the date of the Proposed Borrowing, before and after giving effect to (x) the Proposed Borrowing and (y) the application of the proceeds therefrom, as though made on and as of such date (except for any such representation and warranty that, by its terms, refers to a specific date, in which case as of such specific date).
- (B) No Default has occurred and is continuing, or would result from (x) such Proposed Borrowing or (y) the application of the proceeds therefrom.
- (C) (i) 60% of the Total Unencumbered Asset Value equals or exceeds the aggregate principal amount of the Revolving Credit Advances *plus* Swing Line Advances *plus* Letter of Credit Advances to be outstanding *plus* the aggregate Available Amount of all Letters of Credit to be outstanding after giving effect to the Proposed Borrowing, (ii) before and after giving effect to the Proposed Borrowing, the Parent Guarantor shall be in compliance with the covenants contained in Section 5.04 of the Credit Agreement and (iii) all supporting information provided to the Administrative Agent and in the case of Eurocurrency Rate Advances, the Sub-Agent, contemporaneously with this Notice of Borrowing was prepared in good faith and accurately shows the computations used in determining compliance with the covenants contained in Section 5.04 of the Credit Agreement.

Delivery of an executed counterpart of this Notice of Borrowing by telecopier or e-mail (which e-mail shall include an attachment in PDF format or similar format containing the legible signature of the undersigned) shall be effective as delivery of an original executed counterpart of this Notice of Borrowing.

[Signature Page Follows]

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

By: Digital Realty Trust, Inc.,  
its Sole General Partner

By: \_\_\_\_\_  
Name:  
Title:

Signature Page

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

By: Digital Realty Trust, Inc.,  
its Sole General Partner

By: \_\_\_\_\_  
Name:  
Title:

Signature Page

**Certification of Principal Executive Officer**  
**Pursuant to Section 302 of The Sarbanes–Oxley Act Of 2002**

I, Michael F. Foust, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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 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)) 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;
  - 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 and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's independent registered public accounting firm 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.

Dated: May 16, 2005

By: /s/ MICHAEL F. FOUST  
Michael F. Foust  
Chief Executive Officer

**Certification of Principal Financial Officer**  
**Pursuant to Section 302 of The Sarbanes–Oxley Act Of 2002**

I, A. William Stein, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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 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)) 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;
  - 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 and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's independent registered public accounting firm 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.

Dated: May 16, 2005

By: /s/ A. WILLIAM STEIN

A. William Stein  
Chief Financial Officer and  
Chief Investment Officer

**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 Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2005 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, 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.

Dated: May 16, 2005

/s/ MICHAEL F. FOUST

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Michael F. Foust  
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.

**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 Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2005 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, 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.

Dated: May 16, 2005

/s/ A. WILLIAM STEIN

A. William Stein  
Chief Financial Officer and  
Chief Investment 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.