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

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**FORM 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2014

OR

**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 000-31293

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**EQUINIX, INC.**

(Exact name of registrant as specified in its charter)

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Delaware  
(State of incorporation)

77-0487526  
(I.R.S. Employer Identification No.)

One Lagoon Drive, Fourth Floor, Redwood City, California 94065  
(Address of principal executive offices, including ZIP code)

(650) 598-6000  
(Registrant's telephone number, including area code)

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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) Yes  No  and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

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

The number of shares outstanding of the registrant's Common Stock as of September 30, 2014 was 53,322,300.

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**EQUINIX, INC.**  
**Condensed Consolidated Balance Sheets**  
**(in thousands)**

	September 30, 2014	December 31, 2013
	(Unaudited)	
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 354,181	\$ 261,894
Short-term investments	130,859	369,808
Accounts receivable, net	275,264	184,840
Other current assets	97,407	72,118
Total current assets	857,711	888,660
Long-term investments	16,075	398,390
Property, plant and equipment, net	4,983,376	4,591,650
Goodwill	1,024,555	1,042,153
Intangible assets, net	157,475	184,182
Other assets	422,808	387,324
Total assets	<u>\$ 7,462,000</u>	<u>\$ 7,492,359</u>
<b>Liabilities, Redeemable Non-Controlling Interests and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 303,669	\$ 263,223
Accrued property, plant and equipment	138,956	64,601
Current portion of capital lease and other financing obligations	20,132	17,214
Current portion of mortgage and loans payable	57,767	53,508
Other current liabilities	147,676	147,958
Total current liabilities	668,200	546,504
Capital lease and other financing obligations, less current portion	1,172,356	914,032
Mortgage and loans payable, less current portion	160,643	199,700
Convertible debt	322,757	724,202
Senior notes	2,250,000	2,250,000
Other liabilities	290,364	274,955
Total liabilities	<u>4,864,320</u>	<u>4,909,393</u>
Redeemable non-controlling interests (Note 9)	—	123,902
Commitments and contingencies (Note 10)		
Stockholders' equity:		
Common stock	54	50
Additional paid-in capital	2,870,752	2,693,887
Treasury stock	(94,759)	(84,663)
Accumulated other comprehensive loss	(237,480)	(113,767)
Retained earnings (accumulated deficit)	59,113	(36,443)
Total stockholders' equity	<u>2,597,680</u>	<u>2,459,064</u>
Total liabilities, redeemable non-controlling interests and stockholders' equity	<u>\$ 7,462,000</u>	<u>\$ 7,492,359</u>

See accompanying notes to condensed consolidated financial statements

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**EQUINIX, INC.**  
**Condensed Consolidated Statements of Operations**  
**(in thousands, except per share data)**

	Three months ended		Nine months ended	
	September 30,		September 30,	
	2014	2013	2014	2013
	(Unaudited)			
Revenues	\$620,441	\$543,084	\$1,805,655	\$1,588,089
Costs and operating expenses:				
Cost of revenues	304,052	268,960	884,436	794,660
Sales and marketing	72,185	61,619	214,867	179,373
General and administrative	109,354	96,874	324,332	276,324
Restructuring charges	—	—	—	(4,837)
Acquisition costs	(281)	438	580	6,626
Total costs and operating expenses	485,310	427,891	1,424,215	1,252,146
Income from operations	135,131	115,193	381,440	335,943
Interest income	356	929	2,534	2,593
Interest expense	(63,756)	(61,957)	(199,450)	(183,289)
Other income	1,811	985	3,170	3,294
Loss on debt extinguishment	—	—	(51,183)	(93,602)
Income from operations before income taxes	73,542	55,150	136,511	64,939
Income tax expense	(30,581)	(12,397)	(42,134)	(14,189)
Net income	42,961	42,753	94,377	50,750
Net (income) loss attributable to redeemable non-controlling interests	(120)	(282)	1,179	(1,252)
Net income attributable to Equinix	\$ 42,841	\$ 42,471	\$ 95,556	\$ 49,498
Earnings per share ("EPS") attributable to Equinix:				
Basic EPS	\$ 0.81	\$ 0.86	\$ 1.86	\$ 1.00
Weighted-average shares	53,137	49,555	51,369	49,325
Diluted EPS	\$ 0.79	\$ 0.83	\$ 1.84	\$ 0.99
Weighted-average shares	55,238	53,581	54,502	50,050

See accompanying notes to condensed consolidated financial statements

**EQUINIX, INC.**  
**Condensed Consolidated Statements of Comprehensive Income (Loss)**  
**(in thousands)**

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Net income	\$ 42,961	\$ 42,753	\$ 94,377	\$ 50,750
Other comprehensive income (loss), net of tax:				
Foreign currency translation gain (loss)	(144,994)	78,113	(106,943)	(25,107)
Unrealized gain (loss) on available for sale securities	(862)	438	(97)	78
Unrealized gain on cash flow hedges	4,194	—	4,448	—
Total other comprehensive income (loss), net of tax	<u>(141,662)</u>	<u>78,551</u>	<u>(102,592)</u>	<u>(25,029)</u>
Comprehensive income (loss), net of tax	<u>(98,701)</u>	<u>121,304</u>	<u>(8,215)</u>	<u>25,721</u>
Net (income) loss attributable to redeemable non-controlling interests	(120)	(282)	1,179	(1,252)
Other comprehensive (income) loss attributable to redeemable non-controlling interest	<u>1,007</u>	<u>(200)</u>	<u>(1,810)</u>	<u>4,340</u>
Comprehensive income (loss) attributable to Equinix	<u>\$ (97,814)</u>	<u>\$ 120,822</u>	<u>\$ (8,846)</u>	<u>\$ 28,809</u>

See accompanying notes to condensed consolidated financial statements

**EQUINIX, INC.**  
**Condensed Consolidated Statements of Cash Flows**  
(in thousands)

	Nine months ended September 30,	
	2014	2013
	(Unaudited)	
Cash flows from operating activities:		
Net income	\$ 94,377	\$ 50,750
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	328,774	305,651
Stock-based compensation	86,473	75,310
Excess tax benefits from stock-based compensation	(17,457)	(27,372)
Restructuring charges	—	(4,837)
Amortization of debt issuance costs and debt discounts	14,840	17,602
Amortization of intangible assets	20,953	20,445
Provision for allowance for doubtful accounts	5,326	3,160
Loss on debt extinguishment	51,183	93,602
Other items	14,684	6,699
Changes in operating assets and liabilities:		
Accounts receivable	(104,394)	(40,292)
Income taxes, net	(69,173)	(71,567)
Other assets	6,128	(21,046)
Accounts payable and accrued expenses	27,110	17,399
Other liabilities	28,299	12,398
Net cash provided by operating activities	<u>487,123</u>	<u>437,902</u>
Cash flows from investing activities:		
Purchases of investments	(136,516)	(814,422)
Sales of investments	550,355	176,971
Maturities of investments	207,341	139,674
Purchase of real estate	(16,791)	(74,332)
Purchases of property, plant and equipment	(421,726)	(369,565)
Purchase of Asia Tone, net of cash acquired	—	755
Deposit for purchase of Frankfurt Kleyer 90 Carrier Hotel	—	(1,353)
Increase in restricted cash	(233)	(836,767)
Release of restricted cash	1,812	843,088
Other investing activities, net	(170)	—
Net cash provided by (used in) investing activities	<u>184,072</u>	<u>(935,951)</u>
Cash flows from financing activities:		
Purchases of treasury stock	(297,958)	—
Proceeds from employee equity awards	28,183	28,082
Excess tax benefits from stock-based compensation	17,457	27,372
Purchase of redeemable non-controlling interests	(226,276)	—
Proceeds from loans payable	8,826	1,734
Proceeds from senior notes	—	1,500,000
Repayment of capital lease and other financing obligations	(13,140)	(12,226)
Repayment of mortgage and loans payable	(37,510)	(42,304)
Repayment of convertible debt	(29,479)	—
Repayment of senior notes	—	(750,000)
Debt extinguishment costs	(22,552)	(84,675)
Debt issuance costs	—	(22,435)
Net cash provided by (used in) financing activities	<u>(572,449)</u>	<u>645,548</u>
Effect of foreign currency exchange rates on cash and cash equivalents	(6,459)	30
Net increase in cash and cash equivalents	92,287	147,529
Cash and cash equivalents at beginning of period	261,894	252,213
Cash and cash equivalents at end of period	<u>\$ 354,181</u>	<u>\$ 399,742</u>
Supplemental cash flow information		
Cash paid for taxes	<u>\$ 110,790</u>	<u>\$ 86,736</u>
Cash paid for interest	<u>\$ 167,735</u>	<u>\$ 135,958</u>

See accompanying notes to condensed consolidated financial statements

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

**1. Basis of Presentation and Significant Accounting Policies**

***Basis of Presentation***

The accompanying unaudited condensed consolidated financial statements have been prepared by Equinix, Inc. (“Equinix” or the “Company”) and reflect all adjustments, consisting only of normal recurring adjustments, which in the opinion of management are necessary to fairly state the financial position and the results of operations for the interim periods presented. The condensed consolidated balance sheet data as of December 31, 2013 has been derived from audited consolidated financial statements as of that date. The consolidated financial statements have been prepared in accordance with the regulations of the Securities and Exchange Commission (“SEC”), but omit certain information and footnote disclosure necessary to present the statements in accordance with generally accepted accounting principles in the United States of America (“GAAP”). For further information, refer to the Consolidated Financial Statements and Notes thereto included in Equinix’s Form 10-K as filed with the SEC on February 28, 2014. Results for the interim periods are not necessarily indicative of results for the entire fiscal year.

***Consolidation***

The accompanying unaudited condensed consolidated financial statements include the accounts of Equinix and its subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

***Income Taxes***

The Company’s effective tax rates were 30.9% for the nine months ended September 30, 2014 and 21.8% for the nine months ended September 30, 2013.

The Company is entitled to a deduction for federal and state tax purposes with respect to employee equity award activity. The reduction in income tax payable related to windfall tax benefits for employee equity awards has been reflected as an adjustment to additional paid-in capital. For the nine months ended September 30, 2014, the benefits arising from employee equity award activity that resulted in an adjustment to additional paid-in capital were approximately \$16,864,000.

***Recent Accounting Pronouncements***

In August 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014-15, Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern (“ASU 2014-15”), to provide guidance on management’s responsibility in evaluating whether there is substantial doubt about a company’s ability to continue as a going concern and to provide related footnote disclosures. ASU 2014-15 is effective for annual periods ending after December 15, 2016, and interim periods within annual periods beginning after December 15, 2016, with early adoption permitted. The Company does not believe the adoption of ASU 2014-15 will have a significant impact on its consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (“ASU 2014-09”). This ASU requires companies to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which companies expect to be entitled in exchange for those goods or services. This ASU will replace most existing revenue recognition guidance in GAAP when it becomes effective. This ASU is effective for fiscal years and interim periods beginning after December 15, 2016. Early adoption is not permitted. The Company is currently evaluating the impact that the adoption of this standard will have on its consolidated financial statements.

In April 2014, the FASB issued ASU 2014-08, Presentation of Financial Statements (Topic 205) and Property, Plant and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity. This ASU changes the criteria for reporting discontinued operations.

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

This ASU is required to be applied prospectively for disposals, or classifications as held for sale, of components of an entity that occur within fiscal years and interim periods beginning after December 15, 2014, with early adoption permitted. The Company will evaluate the impact that the adoption of this standard will have on disposals, or classifications as held for sale, of components of the Company that may occur in the future.

In July 2013, the FASB issued ASU 2013-11, Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists. This ASU requires companies to present an unrecognized tax benefit, or a portion thereof, as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss or a tax credit carryforward. To the extent a net operating loss carryforward, a similar tax loss or a tax credit carryforward, is not available at the reporting date under the applicable tax law or an entity does not intend to use its deferred tax asset for such purpose, the unrecognized tax benefit should be presented as a liability and not a reduction to deferred tax assets. This ASU is effective for fiscal years and interim periods beginning after December 15, 2013 with early adoption permitted. During the three months ended March 31, 2014, the Company adopted ASU 2013-11 and the adoption did not have a significant impact on its condensed consolidated financial statements.

**2. Earnings Per Share**

The following table sets forth the computation of basic and diluted earnings per share (“EPS”) for the periods presented (in thousands, except per share amounts):

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Net income	\$42,961	\$42,753	\$ 94,377	\$50,750
Net (income) loss attributable to redeemable non-controlling interests	(120)	(282)	1,179	(1,252)
Net income attributable to Equinix, basic	42,841	42,471	95,556	49,498
Effect of assumed conversion of convertible debt:				
Interest expense, net of tax	885	1,865	4,862	—
Net income attributable to Equinix, diluted	\$43,726	\$44,336	\$100,418	\$49,498
Weighted-average shares used to calculate basic EPS	53,137	49,555	51,369	49,325
Effect of dilutive securities:				
Convertible debt	1,621	3,467	2,673	—
Employee equity awards	480	559	460	725
Weighted-average shares used to calculate diluted EPS	55,238	53,581	54,502	50,050
EPS attributable to Equinix:				
Basic EPS	\$ 0.81	\$ 0.86	\$ 1.86	\$ 1.00
Diluted EPS	\$ 0.79	\$ 0.83	\$ 1.84	\$ 0.99

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

The following table sets forth weighted-average outstanding potential shares of common stock that are not included in the diluted earnings per share calculation above because to do so would be anti-dilutive for the periods indicated (in thousands):

	Three months ended		Nine months ended	
	September 30,		September 30,	
	2014	2013	2014	2013
Shares reserved for conversion of 3.00% convertible subordinated notes	—	—	—	3,613
Shares reserved for conversion of 4.75% convertible subordinated notes	1,873	4,432	3,042	4,432
Common stock related to employee equity awards	156	436	176	269
	<u>2,029</u>	<u>4,868</u>	<u>3,218</u>	<u>8,314</u>

**3. Balance Sheet Components**

*Cash, Cash Equivalents and Short-Term and Long-Term Investments*

Cash, cash equivalents and short-term and long-term investments consisted of the following as of (in thousands):

	September 30, 2014	December 31, 2013
Cash and cash equivalents:		
Cash (1)	\$ 327,877	\$ 186,007
Cash equivalents:		
Money market funds	26,304	74,787
Commercial paper	—	1,100
Total cash and cash equivalents	<u>354,181</u>	<u>261,894</u>
U.S. government securities	116,317	305,021
U.S. government agency securities	17,716	125,917
Corporate bonds	1,001	190,177
Certificates of deposit	9,520	76,152
Asset-backed securities	—	68,938
Commercial paper	2,380	1,993
Total marketable securities	<u>146,934</u>	<u>768,198</u>
Total cash, cash equivalents and short-term and long-term investments	<u>\$ 501,115</u>	<u>\$ 1,030,092</u>

(1) Excludes restricted cash.

As of September 30, 2014 and December 31, 2013, cash equivalents included investments which were readily convertible to cash and had original maturity dates of 90 days or less. The maturities of securities classified as short-term investments were one year or less as of September 30, 2014 and December 31, 2013. The maturities of securities classified as long-term investments were greater than one year and less than three years as of September 30, 2014 and December 31, 2013.

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

The following table summarizes the cost and estimated fair value of marketable securities based on their stated effective maturities as of (in thousands):

	September 30, 2014		December 31, 2013	
	Amortized	Fair Value	Amortized	Fair Value
	Cost		Cost	
Due within one year	\$140,254	\$140,378	\$369,698	\$369,808
Due after one year through three years	6,542	6,556	398,200	398,390
	<u>\$146,796</u>	<u>\$146,934</u>	<u>\$767,898</u>	<u>\$768,198</u>

The following table summarizes the fair value and gross unrealized gains and losses related to the Company's short-term and long-term investments in marketable securities designated as available-for-sale securities as of (in thousands):

	September 30, 2014			
	Amortized	Gross unrealized	Gross unrealized	Fair Value
	Cost	gains	losses	
U.S. government securities	\$116,196	\$ 121	\$ —	\$116,317
U.S. government agency securities	17,699	17	—	17,716
Corporate bonds	1,001	—	—	1,001
Certificates of deposit	9,520	—	—	9,520
Commercial paper	2,380	—	—	2,380
	<u>\$146,796</u>	<u>\$ 138</u>	<u>\$ —</u>	<u>\$146,934</u>

	December 31, 2013			
	Amortized	Gross unrealized	Gross unrealized	Fair Value
	Cost	gains	losses	
U.S. government securities	\$304,897	\$ 131	\$ (7)	\$305,021
U.S. government agency securities	125,904	35	(22)	125,917
Corporate bonds	190,068	149	(40)	190,177
Certificates of deposit	76,126	27	(1)	76,152
Asset-backed securities	68,914	33	(9)	68,938
Commercial paper	1,989	4	—	1,993
Total	<u>\$767,898</u>	<u>\$ 379</u>	<u>\$ (79)</u>	<u>\$768,198</u>

As of September 30, 2014, the Company did not have any securities in a loss position. If market conditions were to deteriorate, the Company could sustain other-than-temporary impairments to its investment portfolio which could result in additional realized losses being recorded in interest income, net, or securities markets could become inactive which could affect the liquidity of the Company's investments.

## EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)*Accounts Receivable*

Accounts receivables, net, consisted of the following as of (in thousands):

	September 30, 2014	December 31, 2013
Accounts receivable	\$ 285,263	\$ 323,822
Unearned revenue	—	(132,342)
Allowance for doubtful accounts	(9,999)	(6,640)
	<u>\$ 275,264</u>	<u>\$ 184,840</u>

Trade accounts receivable are recorded at the invoiced amount and generally do not bear interest. Before July 2014, the Company generally invoiced its customers at the end of a calendar month for services to be provided the following month. Accordingly, unearned revenue consisted of pre-billing for services that have not yet been provided, but which have been billed to customers in advance in accordance with the terms of their contracts. As of July 2014, the Company changed its billing process and no longer invoices its customers at the end of a calendar month for services to be provided the following month. As a result, the Company's accounts receivable and unearned revenue have decreased.

*Other Current Assets*

Other current assets consisted of the following as of (in thousands):

	September 30, 2014	December 31, 2013
Prepaid expenses	\$ 28,046	\$ 26,578
Taxes receivable	35,095	21,584
Deferred tax assets, net	7,442	7,442
Other receivables	2,113	4,181
Derivative instruments	12,607	4,457
Restricted cash, current	3,199	3,210
Other current assets	8,905	4,666
	<u>\$ 97,407</u>	<u>\$ 72,118</u>

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

*Goodwill and Intangible Assets*

Goodwill and intangible assets, net, consisted of the following as of (in thousands):

	September 30, 2014	December 31, 2013
<b>Goodwill:</b>		
Americas	\$ 469,099	\$ 471,845
EMEA	420,791	435,041
Asia-Pacific	134,665	135,267
	<u>\$ 1,024,555</u>	<u>\$ 1,042,153</u>
	September 30, 2014	December 31, 2013
<b>Intangible assets:</b>		
Intangible asset - customer contracts	\$ 225,947	\$ 233,038
Intangible assets - favorable leases	24,533	25,147
Intangible asset - licenses	9,697	9,697
Intangible asset - others	8,420	8,859
	268,597	276,741
Less accumulated amortization	(111,122)	(92,559)
	<u>\$ 157,475</u>	<u>\$ 184,182</u>

The Company's goodwill and intangible assets in EMEA (Europe, Middle East and Africa), denominated in the United Arab Emirates dirham, British pounds and Euros, goodwill and intangible assets in Asia-Pacific, denominated in Chinese yuan, Hong Kong dollars and Singapore dollars and certain goodwill and intangible assets in Americas, denominated in Canadian dollars and Brazilian reais, are subject to foreign currency fluctuations. The Company's foreign currency translation gains and losses, including goodwill and intangible assets, are a component of other comprehensive income and loss.

For the three and nine months ended September 30, 2014, the Company recorded amortization expense of \$6,844,000 and \$20,953,000, respectively, associated with its intangible assets. For the three and nine months ended September 30, 2013, the Company recorded amortization expense of \$6,822,000 and \$20,445,000, respectively, associated with its intangible assets. The Company's estimated future amortization expense related to these intangibles is as follows (in thousands):

<b>Year ending:</b>	
2014 (3 months remaining)	\$ 7,080
2015	28,070
2016	27,625
2017	26,191
2018	23,259
Thereafter	45,250
	<u>\$157,475</u>

## EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)*Other Assets*

Other assets consisted of the following (in thousands):

	September 30, 2014	December 31, 2013
Deferred tax assets, net	\$ 301,013	\$ 229,975
Prepaid expenses, non-current	37,237	61,039
Debt issuance costs, net	33,974	41,847
Deposits	25,287	25,543
Restricted cash, non-current	14,653	16,178
Derivative instruments	4,008	4,118
Other assets, non-current	6,636	8,624
	<u>\$ 422,808</u>	<u>\$ 387,324</u>

The increase in deferred tax assets, net, was primarily due to the depreciation and amortization recapture as a result of changing the Company's methods of depreciating and amortizing various data center assets for tax purposes in connection with the Company's plan to convert to a real estate investment trust ("REIT").

*Accounts Payable and Accrued Expenses*

Accounts payable and accrued expenses consisted of the following (in thousands):

	September 30, 2014	December 31, 2013
Accounts payable	\$ 42,304	\$ 30,291
Accrued compensation and benefits	94,549	92,106
Accrued interest	58,282	48,310
Accrued taxes	43,764	32,047
Accrued utilities and security	31,390	31,314
Accrued professional fees	7,844	9,753
Accrued repairs and maintenance	5,515	3,557
Accrued other	20,021	15,845
	<u>\$ 303,669</u>	<u>\$ 263,223</u>

## EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)*Other Current Liabilities*

Other current liabilities consisted of the following (in thousands):

	September 30, 2014	December 31, 2013
Deferred tax liabilities, net	\$ 72,004	\$ 72,004
Deferred installation revenue	46,524	43,145
Customer deposits	15,136	15,174
Derivative instruments	4,014	6,515
Deferred recurring revenue	3,982	5,007
Deferred rent	2,292	3,865
Asset retirement obligations	2,106	1,290
Other current liabilities	1,618	958
	<u>\$ 147,676</u>	<u>\$ 147,958</u>

*Other Liabilities*

Other liabilities consisted of the following (in thousands):

	September 30, 2014	December 31, 2013
Asset retirement obligations, non-current	\$ 61,584	\$ 58,258
Deferred tax liabilities, net	67,194	69,812
Deferred installation revenue, non-current	74,575	60,947
Deferred rent, non-current	50,678	37,955
Accrued taxes, non-current	24,651	27,052
Customer deposits, non-current	4,912	5,005
Deferred recurring revenue, non-current	1,697	2,082
Other liabilities	5,073	13,844
	<u>\$ 290,364</u>	<u>\$ 274,955</u>

The Company currently leases the majority of its IBX data centers and certain equipment under non-cancelable operating lease agreements expiring through 2053. The IBX data center lease agreements typically provide for base rental rates that increase at defined intervals during the term of the lease. In addition, the Company has negotiated some rent expense abatement periods for certain leases to better match the phased build-out of its IBX data centers. The Company accounts for such abatements and increasing base rentals using the straight-line method over the life of the lease. The difference between the straight-line expense and the cash payment is recorded as deferred rent.

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

4. Derivatives and Hedging Activities

*Derivatives Designated as Hedging Instruments*

*Cash Flow Hedges.* The Company hedges its exposure to foreign currency exchange rate fluctuations for forecasted revenues and expenses in its EMEA region in order to help manage the Company's exposure to foreign currency exchange rate fluctuations between the U.S. dollar and the British pound, Euro and Swiss franc. As of September 30, 2014, the Company had a total of 45 cash flow hedge instruments with maturity dates ranging from October 2014 to January 2015 as follows (in thousands):

	Notional Amount	Fair Value (1)	Accumulated other comprehensive income (loss) (2)
Derivative assets	\$ 76,444	\$ 4,566	\$ 4,601
Derivative liabilities	30,005	(1,596)	(1,586)
	<u>\$106,449</u>	<u>\$ 2,970</u>	<u>\$ 3,015</u>

- (1) A total of \$4,566 of derivative assets related to cash flow hedges are included in the condensed consolidated balance sheets within other current assets. A total of \$1,596 of derivative liabilities related to cash flow hedges are included in the condensed consolidated balance sheets within other current liabilities.
- (2) Included in the condensed consolidated balance sheets within accumulated other comprehensive income (loss). Amounts presented are gross of tax.

As of December 31, 2013, the Company had a total of 69 cash flow hedge instruments with maturity dates ranging from January 2014 to January 2015 as follows (in thousands):

	Notional Amount	Fair Value (1)	Accumulated other comprehensive income (loss) (2)
Derivative assets	\$127,968	\$ 2,102	\$ 2,107
Derivative liabilities	200,686	(3,855)	(3,857)
	<u>\$328,654</u>	<u>\$ (1,753)</u>	<u>\$ (1,750)</u>

- (1) A total of \$2,099 and \$3 of derivative assets related to cash flow hedges are included in the condensed consolidated balance sheets within other current assets and other assets, respectively. A total of \$3,818 and \$37 of derivative liabilities related to cash flow hedges are included in the condensed consolidated balance sheets within other current liabilities and other liabilities, respectively.
- (2) Included in the condensed consolidated balance sheets within accumulated other comprehensive income (loss). Amounts presented are gross of tax.

During the three and nine months ended September 30, 2014, there were no ineffective cash flow hedges. During the three and nine months ended September 30, 2014, the amount of gains (losses) reclassified from accumulated other comprehensive income (loss) to revenue and operating expenses were not significant. The Company did not enter into any cash flow hedges during the nine months ended September 30, 2013.

*Derivatives Not Designated as Hedges*

*Embedded Derivatives.* The Company is deemed to have foreign currency forward contracts embedded in certain of the Company's customer agreements that are priced in currencies different from the functional or local currencies of the parties involved. These embedded derivatives are separated from their host contracts and carried on the Company's balance sheet at their fair value. The majority of these embedded derivatives arise as a result of the Company's foreign subsidiaries pricing their customer contracts in the U.S. dollar. Gains and losses on these embedded derivatives are included within revenues in the Company's condensed consolidated statements of operations. During the three months ended September 30, 2014 the Company recognized a net gain of \$2,745,000 associated with these embedded derivatives. During the nine months ended September 30, 2013, the Company recognized a net gain of \$2,841,000 associated with these embedded derivatives. During the nine months ended September 30, 2014 and three months ended September 30, 2013, gains (losses) associated with these embedded derivatives were not significant.

**EQUINIX, INC.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(Unaudited)**

*Economic Hedges of Embedded Derivatives.* The Company uses foreign currency forward contracts to manage the foreign exchange risk associated with the Company's customer agreements that are priced in currencies different from the functional or local currencies of the parties involved ("economic hedges of embedded derivatives"). Gains and losses on these contracts are included in revenues along with gains and losses of the related embedded derivatives. The Company entered into various economic hedges of embedded derivatives during the three and nine months ended September 30, 2014 and September 30, 2013. During the three months ended September 30, 2014, the Company recognized a net loss of \$2,979,000. During the nine months ended September 30, 2013, the Company recognized a net loss of \$2,270,000. During the nine months ended September 30, 2014 and three months ended September 30, 2013, gains (losses) from these contracts were not significant.

*Foreign Currency Forward and Options Contracts.* The Company also uses foreign currency forward and options contracts to manage the foreign exchange risk associated with certain foreign currency-denominated assets and liabilities. As a result of foreign currency fluctuations, the U.S. dollar equivalent values of the foreign currency-denominated assets and liabilities change. Gains and losses on these contracts are included in other income (expense), net, along with those foreign currency gains and losses of the related foreign currency-denominated assets and liabilities associated with these foreign currency forward and options contracts. The Company entered into various foreign currency forward and options contracts during the three and nine months ended September 30, 2014 and September 30, 2013. During the three months and nine months ended September 30, 2014, the Company recognized a net gain of \$4,073,000 and \$6,975,000, respectively. During the three months and nine months ended September 30, 2013, and gains (losses) from these foreign currency forward contracts were not significant.

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

*Offsetting Derivative Assets and Liabilities*

The following table presents the fair value of derivative instruments recognized in the Company's condensed consolidated balance sheets as of September 30, 2014 (in thousands):

	Gross Amounts	Gross amounts offset in the balance sheet	Net amounts (1)	Gross amounts not offset in the balance sheet (2)	Net
<b>Assets:</b>					
<i>Designated as hedging instruments:</i>					
Foreign currency forward contracts	\$ 4,566	\$ —	\$ 4,566	\$ (1,596)	\$ 2,970
<i>Not designated as hedging instruments:</i>					
Embedded derivatives	6,338	—	6,338	—	6,338
Economic hedges of embedded derivatives	—	—	—	—	—
Foreign currency forward and option contracts	5,711	—	5,711	(1,778)	3,933
	12,049	—	12,049	(1,778)	10,271
Additional netting benefit	—	—	—	(8)	(8)
	<u>\$16,615</u>	<u>\$ —</u>	<u>\$ 16,615</u>	<u>\$ (3,382)</u>	<u>\$13,233</u>
<b>Liabilities:</b>					
<i>Designated as hedging instruments:</i>					
Foreign currency forward contracts	\$ 1,596	\$ —	\$ 1,596	\$ (1,596)	\$ —
<i>Not designated as hedging instruments:</i>					
Embedded derivatives	24	—	24	—	24
Economic hedges of embedded derivatives	496	—	496	—	496
Foreign currency forward and option contracts	1,899	—	1,899	(1,778)	121
	2,419	—	2,419	(1,778)	641
Additional netting benefit	—	—	—	(8)	(8)
	<u>\$ 4,015</u>	<u>\$ —</u>	<u>\$ 4,015</u>	<u>\$ (3,382)</u>	<u>\$ 633</u>

- (1) As presented in the Company's condensed consolidated balance sheets within other current assets, other assets, other current liabilities and other liabilities.
- (2) The Company enters into master netting agreements with its counterparties for transactions other than embedded derivatives to mitigate credit risk exposure to any single counterparty. Master netting agreements allow for individual derivative contracts with a single counterparty to offset in the event of default.

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

The following table presents the fair value of derivative instruments recognized in the Company’s condensed consolidated balance sheets as of December 31, 2013 (in thousands):

	Gross Amounts	Gross amounts offset in the balance sheet	Net amounts (1)	Gross amounts not offset in the balance sheet (2)	Net
<b>Assets:</b>					
<i>Designated as hedging instruments:</i>					
Foreign currency forward contracts	\$ 2,102	\$ —	\$ 2,102	\$ (2,102)	\$ —
<i>Not designated as hedging instruments:</i>					
Embedded derivatives	6,296	—	6,296	—	6,296
Foreign currency forward and option contracts	177	—	177	(177)	—
	<u>6,473</u>	<u>—</u>	<u>6,473</u>	<u>(177)</u>	<u>6,296</u>
	<u>\$ 8,575</u>	<u>\$ —</u>	<u>\$ 8,575</u>	<u>\$ (2,279)</u>	<u>\$ 6,296</u>
<b>Liabilities:</b>					
<i>Designated as hedging instruments:</i>					
Foreign currency forward contracts	\$ 3,855	\$ —	\$ 3,855	\$ (2,102)	\$ 1,753
<i>Not designated as hedging instruments:</i>					
Embedded derivatives	115	—	115	—	115
Economic hedges of embedded derivatives	1,315	—	1,315	—	1,315
Foreign currency forward and option contracts	1,289	—	1,289	(177)	1,112
	<u>2,719</u>	<u>—</u>	<u>2,719</u>	<u>(177)</u>	<u>2,542</u>
	<u>\$ 6,574</u>	<u>\$ —</u>	<u>\$ 6,574</u>	<u>\$ (2,279)</u>	<u>\$ 4,295</u>

- (1) As presented in the Company’s condensed consolidated balance sheets within other current assets, other assets, other current liabilities and other liabilities.
- (2) The Company enters into master netting agreements with its counterparties for transactions other than embedded derivatives to mitigate credit risk exposure to any single counterparty. Master netting agreements allow for individual derivative contracts with a single counterparty to offset in the event of default.

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

5. Fair Value Measurements

The Company's financial assets and liabilities measured at fair value on a recurring basis as of September 30, 2014 were as follows (in thousands):

	Fair value at September 30, 2014	Fair value measurement using	
		Level 1	Level 2
<b>Assets:</b>			
Cash	\$ 327,877	\$327,877	\$ —
Money market and deposit accounts	26,304	26,304	—
U.S. government securities	116,317	116,317	—
U.S. government agency securities	17,716	—	17,716
Corporate bonds	1,001	—	1,001
Certificates of deposit	9,520	—	9,520
Commercial paper	2,380	—	2,380
Derivative instruments (1)	16,615	—	16,615
	<u>\$ 517,730</u>	<u>\$470,498</u>	<u>\$47,232</u>
<b>Liabilities:</b>			
Derivative instruments (1)	<u>\$ 4,015</u>	<u>\$ —</u>	<u>\$ 4,015</u>

(1) Includes embedded derivatives, economic hedges of embedded derivatives and foreign currency forward and options contracts. Amounts are included within other current assets, other assets, other current liabilities and other liabilities in the Company's accompanying condensed consolidated balance sheet.

The Company did not have any Level 3 financial assets or financial liabilities as of September 30, 2014.

*Valuation Methods*

Fair value estimates are made as of a specific point in time based on methods using present value or other valuation techniques. These techniques involve uncertainties and are affected by the assumptions used and the judgments made regarding risk characteristics of various financial instruments, discount rates, estimates of future cash flows, future expected loss experience and other factors.

*Cash, Cash Equivalents and Investments.* The fair value of the Company's investments in money market funds approximates their face value. Such instruments are included in cash equivalents. The Company's U.S. government securities and money market funds are classified within Level 1 of the fair value hierarchy because they are valued using quoted prices for identical instruments in active markets. The fair value of the Company's other investments approximate their face value. These investments include certificates of deposit and available-for-sale debt investments related to the Company's investments in the securities of other public companies, governmental units and other agencies. The fair value of these investments is priced based on the quoted market price for similar instruments or nonbinding market prices that are corroborated by observable market data. Such instruments are classified within Level 2 of the fair value hierarchy. The Company determines the fair values of its Level 2 investments by using inputs such as actual trade data, benchmark yields, broker/dealer quotes, and other similar data, which are obtained from quoted market prices, custody bank, third-party pricing vendors, or other sources. The Company uses such pricing data as the primary input to make its assessments and determinations as to the ultimate valuation of its investment portfolio and has not made, during the periods presented, any material adjustments to such inputs. The Company is responsible for its consolidated financial statements and underlying estimates.

## EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

The Company determined that the major security types held as of September 30, 2014 were primarily cash and money market funds, U.S. government and agency securities, corporate bonds, certificate of deposits and commercial paper. The Company uses the specific identification method in computing realized gains and losses. Short-term and long-term investments are classified as available-for-sale and are carried at fair value with unrealized gains and losses reported in stockholders' equity as a component of other comprehensive income or loss, net of any related tax effect. The Company reviews its investment portfolio quarterly to determine if any securities may be other-than-temporarily impaired due to increased credit risk, changes in industry or sector of a certain instrument or ratings downgrades over an extended period of time.

*Derivative Assets and Liabilities.* For derivatives, including embedded derivatives and economic hedges of embedded derivatives, the Company uses forward contract models employing market observable inputs, such as spot currency rates and forward points with adjustments made to these values utilizing published credit default swap rates of its foreign exchange trading counterparties. The Company has determined that the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, therefore the derivatives are categorized as Level 2.

During the nine months ended September 30, 2014, the Company did not have any nonfinancial assets or liabilities measured at fair value on a recurring basis.

**6. Related Party Transactions**

The Company has several significant stockholders and other related parties that are also customers and/or vendors. The Company's activity of related party transactions was as follows (in thousands):

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Revenues	\$ 2,089	\$ 2,233	\$6,416	\$17,973
Costs and services	143	132	3,582	4,665

  

	As of September 30,	
	2014	2013
Accounts receivable	\$ 730	\$ 1,938
Accounts payable	—	—

**7. Leases****Capital Lease and Other Financing Obligations***Chicago 2 Capital Lease*

In August 2014, the Company entered into a lease amendment to extend the lease term of the Company's Chicago 2 IBX data center (the "Chicago 2 Lease"). The lease was originally accounted for as an operating lease. Pursuant to the accounting standard for leases, the Company reassessed the lease classification of the Chicago 2 Lease as a result of the lease amendment and determined that the lease should be accounted for as a capital lease (the "Chicago 2 Capital Lease"). The Company recorded a capital lease asset and liability totaling approximately \$49,971,000 during the three months ended September 30, 2014. Monthly payments under the Chicago 2 Capital Lease will be made through August 2030.

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

*Hong Kong 2 Financing*

In July 2014, the Company took possession of additional space where the Company operates its Hong Kong 2 data center. The lease agreement was entered into in March 2014. Pursuant to the accounting standard for lessee's involvement in asset construction, the Company is considered the accounting owner of the assets during the construction phase due to the building work that the Company undertook. As a result, the Company recorded incremental financed assets and corresponding financing obligation liabilities totaling approximately \$15,694,000 during the three months ended September 30, 2014 (the "Hong Kong 2 Financing"). Monthly payments under the Hong Kong 2 IBX Financing will be made through June 2024.

*New York 1 Capital Lease*

In June 2014, the Company entered into a lease amendment to extend the lease term of the Company's New York 1 IBX data center (the "New York 1 Lease"). The lease was originally accounted for as an operating lease. Pursuant to the accounting standard for leases, the Company reassessed the lease classification of the New York 1 Lease as a result of the lease amendment and determined that the lease should be accounted for as a capital lease (the "New York 1 Capital Lease"). The Company recorded a capital lease asset totaling approximately \$28,269,000 and a capital lease liability totaling approximately \$28,490,000 during the three months ended June 30, 2014. Monthly payments under the New York 1 Capital Lease will be made through December 2029.

*Silicon Valley 2 Capital Lease*

In March 2014, the Company entered into a lease amendment to extend the lease term of the Company's Silicon Valley 2 IBX data center (the "Silicon Valley 2 Lease"). The lease was originally accounted for as an operating lease. Pursuant to the accounting standard for leases, the Company reassessed the lease classification of the Silicon Valley 2 Lease as a result of the lease amendment and determined that upon the amendment the lease should be accounted for as a capital lease (the "Silicon Valley 2 Capital Lease"). The Company recorded a capital lease asset totaling approximately \$81,542,000 and a capital lease liability totaling approximately \$82,000,000 during the three months ended March 31, 2014. Monthly payments under the Silicon Valley 2 Capital Lease commenced in March 2014 and will be made through September 2029. The Company has certain renewal options available after September 2029, which have not been included in the lease term.

*Dallas IBX Financing*

In January and April 2014, the Company took possession of additional space under the terms of an existing lease agreement and a lease amendment in a property in Dallas where the Company operates its Dallas 1, Dallas 2, Dallas 3 and Dallas 6 IBX data centers. Pursuant to the accounting standard for lessee's involvement in asset construction, the Company is considered the accounting owner of the assets during the construction phase due to the building work that the Company undertook. As a result, the Company recorded incremental financed assets and corresponding financing obligation liabilities totaling approximately \$28,089,000 during the three months ended June 30, 2014 and \$13,908,000 during the three months ended March 31, 2014 (the "Dallas IBX Financing"). Monthly payments under the Dallas IBX Financing will be made through December 2029.

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

*Maturities of Capital Lease and Other Financing Obligations*

The Company's capital lease and other financing obligations are summarized as follows (in thousands):

	Capital lease obligations	Other financing obligations	Total
2014 (3 months remaining)	\$ 13,513	\$ 11,501	\$ 25,014
2015	59,470	53,832	113,302
2016	62,444	58,824	121,268
2017	63,889	59,561	123,450
2018	65,800	62,630	128,430
Thereafter	<u>904,762</u>	<u>582,571</u>	<u>1,487,333</u>
Total minimum lease payments	1,169,878	828,919	1,998,797
Plus amount representing residual property value	—	420,771	420,771
Less estimated building costs	—	(5,745)	(5,745)
Less amount representing interest	<u>(585,817)</u>	<u>(635,518)</u>	<u>(1,221,335)</u>
Present value of net minimum lease payments	584,061	608,427	1,192,488
Less current portion	<u>(11,300)</u>	<u>(8,832)</u>	<u>(20,132)</u>
	<u>\$ 572,761</u>	<u>\$ 599,595</u>	<u>\$ 1,172,356</u>

**8. Debt Facilities**

*Mortgage and Loans Payable*

The Company's mortgage and loans payable consisted of the following (in thousands):

	September 30, 2014	December 31, 2013
U.S. term loan	\$ 110,000	\$ 140,000
ALOG financings	59,317	67,882
Mortgage payable	39,052	43,497
Other loans payable	<u>10,041</u>	<u>1,829</u>
	218,410	253,208
Less current portion	<u>(57,767)</u>	<u>(53,508)</u>
	<u>\$ 160,643</u>	<u>\$ 199,700</u>

*Convertible Debt*

The Company's convertible debt consisted of the following (in thousands):

	September 30, 2014	December 31, 2013
3.00% Convertible Subordinated Notes	\$ 178,782	\$ 395,986
4.75% Convertible Subordinated Notes	<u>157,880</u>	<u>373,724</u>
	336,662	769,710
Less amount representing debt discount	<u>(13,905)</u>	<u>(45,508)</u>
	<u>\$ 322,757</u>	<u>\$ 724,202</u>

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

*3.00% Convertible Subordinated Notes*

In September 2007, the Company issued \$395,986,000 aggregate principal amount of 3.00% Convertible Subordinated Notes due October 15, 2014 (the “3.00% Convertible Subordinated Notes”). Holders of the 3.00% Convertible Subordinated Notes may convert their notes at their option on any day up to and including the business day immediately preceding the maturity date into shares of the Company’s common stock. The base conversion rate is 7.436 shares of common stock per \$1,000 principal amount of 3.00% Convertible Subordinated Notes, subject to adjustment. This represents a base conversion price of approximately \$134.48 per share of common stock. If, at the time of conversion, the applicable stock price of the Company’s common stock exceeds the base conversion price, the conversion rate will be determined pursuant to a formula resulting in the receipt of up to 4.4616 additional shares of common stock per \$1,000 principal amount of the 3.00% Convertible Subordinated Notes, subject to adjustment. However, in no event would the total number of shares issuable upon conversion of the 3.00% Convertible Subordinated Notes exceed 11.8976 per \$1,000 principal amount of 3.00% Convertible Subordinated Notes, subject to anti-dilution adjustments, or the equivalent of \$84.05 per share of the Company’s common stock or a total of 4,711,283 shares of the Company’s common stock.

In June 2014, the Company entered into an agreement with a note holder to exchange an aggregate of \$217,199,000 of the principal amount of the 3.00% Convertible Subordinated Notes for 1,948,578 shares of the Company’s common stock and \$5,387,000 in cash, which comprised of accrued interest and a premium. As a result, the Company recognized a loss on debt extinguishment of \$4,210,000 during the three months ended June 30, 2014 in its condensed consolidated statement of operations. In the Company’s condensed consolidated statement of cash flows for the nine months ended September 30, 2014, the premium paid was included within net cash used in financing activities and the accrued interest paid was included within net cash provided by operating activities.

The Company expected the remaining holders of the 3.00% Convertible Subordinated Notes to convert their notes into shares of the Company’s common stock prior to or on the 3.00% Convertible Subordinated Notes maturity date since the Company’s stock price is substantially greater than the base conversion price of the notes. As a result, the principal amount of the 3.00% Convertible Subordinated Notes has been classified as a non-current liability on the Company’s condensed consolidated balance sheet as of September 30, 2014 due to the Company’s expectation to settle the 3.00% Convertible Subordinated Notes in shares of the Company’s common stock instead of cash. The remaining holders of the 3.00% Convertible Subordinated Notes converted their notes in October 2014 (see Note 13).

*4.75% Convertible Subordinated Notes*

In June 2009, the Company issued \$373,750,000 aggregate principal amount of 4.75% Convertible Subordinated Notes due June 15, 2016 (the “4.75% Convertible Subordinated Notes”). Upon conversion, holders will receive, at the Company’s election, cash, shares of the Company’s common stock or a combination of cash and shares of the Company’s common stock. However, the Company may at any time irrevocably elect for the remaining term of the 4.75% Convertible Subordinated Notes to satisfy its obligation in cash up to 100% of the principal amount of the 4.75% Convertible Subordinated Notes converted, with any remaining amount to be satisfied, at the Company’s election, in shares of its common stock or a combination of cash and shares of its common stock. Upon conversion, if the Company elects to pay a sufficiently large portion of the conversion obligation in cash, additional consideration beyond the principal amount of the 4.75% Convertible Subordinated Notes will be required.

The initial conversion rate is 11.8599 shares of common stock per \$1,000 principal amount of 4.75% Convertible Subordinated Notes, subject to adjustment. This represents an initial conversion price of approximately \$84.32 per share of common stock. Holders of the 4.75% Convertible Subordinated Notes may convert their notes at any time prior to the close of business on the business day immediately preceding the maturity date under the following circumstances:

- during any fiscal quarter (and only during that fiscal quarter) ending after December 31, 2009, if the sale price of the Company’s common stock, for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the previous fiscal quarter, is greater than 130% of the conversion price per share of common stock on such last trading day, which was \$109.62 per share (the “Stock Price Condition Conversion Clause”);

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

- subject to certain exceptions, during the five business day period following any 10 consecutive trading day period in which the trading price of the 4.75% Convertible Subordinated Notes for each day of such period was less than 98% of the product of the sale price of the Company's common stock and the conversion rate;
- upon the occurrence of specified corporate transactions described in the 4.75% Convertible Subordinated Notes Indenture, such as a consolidation, merger or binding share exchange in which the Company's common stock would be converted into cash or property
- other than securities; or
- at any time on or after March 15, 2016.

In May and June 2014, the Company entered into agreements with certain note holders to exchange an aggregate of \$215,830,000 of the principal amount of the 4.75% Convertible Subordinated Notes for 2,411,851 shares of the Company's common stock and \$51,671,000 in cash, which comprised of accrued interest, a premium and cash paid in lieu of issuing shares for certain note holders' principal amount. As a result, the Company recognized a loss on debt extinguishment of \$46,973,000 during the three months ended June 30, 2014 in its condensed consolidated statement of operations. The loss on debt extinguishment included the premium paid and the excess of the fair value of liability component of the 4.75% Convertible Subordinated Notes over its carrying amount, including debt discount and unamortized debt issuance costs, in accordance with the accounting standard for convertible debt instruments that may be settled in cash upon conversion (including partial cash settlement). In the Company's condensed consolidated statement of cash flows for the nine months ended September 30, 2014, the premium paid and cash paid in lieu of issuing shares to settle a portion of the principal amount were included within net cash used in financing activities and the accrued interest paid was included within net cash provided by operating activities.

In May and June 2014, the Company also amended the capped call transactions ("the Capped Call") that were entered into upon, but separate from, the issuance of the 4.75% Convertible Subordinated Notes. The Capped Call was amended to provide that early exchanges of the 4.75% Convertible Subordinated Notes would not result in the termination of a relative amount of the Capped Call if the Company did not exercise the Capped Call at the time the 4.75% Convertible Subordinated Notes were exchanged. Instead, the Capped Call will remain outstanding. The amendment to the Capped Call had no impact to the Company's condensed consolidated financial statements for the nine months ended September 30, 2014, pursuant to the accounting standard for derivative financial instruments indexed to, and potentially settled in, an entity's own common stock and the accounting standard for determining whether an instrument (or embedded feature) is indexed to an entity's own stock.

Holders of the 4.75% Convertible Subordinated Notes were eligible to convert their notes during the three months ended September 30, 2014 and are eligible to convert their notes during the three months ended December 31, 2014, since the Stock Price Condition Conversion Clause was met during the applicable periods. As of September 30, 2014, the Company has the intent and ability to settle the principal amount of any conversions of the 4.75% Convertible Subordinated Notes in shares of the Company's stock. As a result, the Company determined that the principal amount of the 4.75% Convertible Subordinated Notes should continue to be classified as a non-current liability on the Company's condensed consolidated balance sheet as of September 30, 2014 due to the Company's intent and ability to settle the principal amount of the 4.75% Convertible Subordinated Notes in shares of the Company's common stock instead of

## EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

cash or a combination of cash and shares of the Company's common stock. As of September 30, 2014, had the remaining holders of the 4.75% Convertible Subordinated Notes converted their notes, the 4.75% Convertible Subordinated Notes would have been convertible into a maximum of 1,872,552 shares of the Company's common stock.

**Loss on Debt Extinguishment**

During the three months ended September 30, 2014 and 2013, no loss on debt extinguishment was recorded. During the nine months ended September 30, 2014, the Company recorded \$51,183,000 of loss on debt extinguishment related to the exchanges of the 3.00% Convertible Subordinated Notes and 4.75% Convertible Subordinated Notes, as discussed above. During the nine months ended September 30, 2013, the Company recorded \$93,602,000 of loss on debt extinguishment related to the redemption of the \$750,000,000 aggregate principal amount of 8.125% senior notes.

**Senior Notes**

The Company's senior notes consisted of the following as of (in thousands):

	September 30, 2014	December 31, 2013
5.375% Senior Notes due 2023	\$ 1,000,000	\$ 1,000,000
7.00% Senior Notes due 2021	750,000	750,000
4.875% Senior Notes due 2020	500,000	500,000
	<u>\$ 2,250,000</u>	<u>\$ 2,250,000</u>

**Maturities of Debt Facilities**

The following table sets forth maturities of the Company's debt, including mortgage and loans payable, convertible debt and senior notes, as of September 30, 2014 (in thousands):

Year ending:	
2014 (3 months remaining)	\$ 196,764
2015	59,117
2016 (1)	220,756
2017	35,055
2018	9,295
Thereafter	<u>2,284,085</u>
	<u>\$2,805,072</u>

(1) Gross of \$13,905 debt discount from the 4.75% Convertible Subordinated Notes.

**Fair Value of Debt Facilities**

The following table sets forth the estimated fair values of the Company's mortgage and loans payable, senior notes and convertible debt, including current maturities, as of (in thousands):

	September 30, 2014	December 31, 2013
Mortgage and loans payable	\$ 224,980	\$ 254,607
Convertible debt	505,814	1,009,744
Senior notes	2,293,583	2,302,290

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

The Company has determined that the inputs used to value its debt facilities fall within Level 2 of the fair value hierarchy.

**Interest Charges**

The following table sets forth total interest costs incurred and total interest costs capitalized for the periods presented (in thousands):

	Three months ended		Nine months ended	
	September 30,		September 30,	
	2014	2013	2014	2013
Interest expense	\$63,756	\$61,957	\$199,450	\$183,289
Interest capitalized	5,565	2,346	13,050	7,896
Interest charges incurred	<u>\$69,321</u>	<u>\$64,303</u>	<u>\$212,500</u>	<u>\$191,185</u>

**9. Redeemable Non-Controlling Interests**

The following table provides a summary of the activities of the Company's redeemable non-controlling interests (in thousands):

Balance as of December 31, 2013	\$ 123,902
Net loss attributable to redeemable non-controlling interests	(1,179)
Other comprehensive income attributable to redeemable non-controlling interests	1,810
Net increase in redemption value of non-controlling interests	90,966
Impact of foreign currency translation	1,671
Exercise of vested and outstanding ALOG stock options	8,459
Purchase price of redeemable non-controlling interests	<u>(225,629)</u>
Balance as of September 30, 2014	<u>\$ —</u>

In July 2014, the Company and Riverwood Capital L.P. ("Riverwood") entered into a purchase and sale agreement in which the Company acquired Riverwood's interest in ALOG Data Centers do Brasil S.A. and its subsidiaries ("ALOG") and the approximate 10% of ALOG owned by ALOG management, which resulted in the Company owning 100% of ALOG. The net purchase price of \$225,629,000 consisted of: (i) \$216,484,000 of cash paid to Riverwood and ALOG management to acquire their interests in ALOG, (ii) \$8,459,000 of cash paid for the common shares of ALOG related to vested and outstanding stock options to purchase common shares of ALOG that were held by ALOG employees and (iii) \$686,000 for the assumption of Riverwood's portion of the contingent consideration in connection with the acquisition of ALOG in 2011. The cash portion of the purchase price was paid on the closing date in July 2014. The net increase in the redemption value of the redeemable non-controlling interests of \$90,966,000 and transaction costs of \$1,333,000 were recorded in additional paid-in capital.

**10. Commitments and Contingencies**

**Purchase Commitments**

Primarily as a result of the Company's various IBX expansion projects, as of September 30, 2014, the Company was contractually committed for \$187,670,000 of unaccrued capital expenditures, primarily for IBX equipment not yet delivered and labor not yet provided, in connection with the work necessary to open these IBX data centers and make them available to customers for installation. In addition, the Company had numerous other, non-capital purchase commitments in place as of September 30, 2014, such as commitments to purchase power in select locations through the remainder of 2014 and thereafter, and other open purchase orders for goods or services to be delivered or provided during the remainder of 2014 and thereafter. Such other miscellaneous purchase commitments totaled \$279,552,000 as of September 30, 2014.

## EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)**11. Stockholders' Equity****Accumulated Other Comprehensive Loss**

The components of accumulated other comprehensive loss, net of tax, are as follows (in thousands):

	Balance as of December 31, 2013	Net Change	Balance as of September 30, 2014
Foreign currency translation gain (loss)	\$ (132,881)	\$(106,943)	\$ (239,824)
Unrealized gain (loss) on cash flow hedges	(1,750)	4,448	2,698
Unrealized gain (loss) on available for sale securities	(257)	(97)	(354)
Other comprehensive loss (income) attributable to redeemable non-controlling interests (1)	21,121	(21,121)	—
	<u>\$ (113,767)</u>	<u>\$(123,713)</u>	<u>\$ (237,480)</u>

- (1) Includes \$1,810 of other comprehensive income attributable to redeemable non-controlling interests for the nine months ended September 30, 2014 and \$19,311 of accumulated other comprehensive income reclassified to additional paid-in capital upon the Company's purchase of the redeemable non-controlling interests in ALOG in July 2014 (Note 9).

Changes in foreign currency exchange rates can have a significant impact to the Company's consolidated balance sheets (as evidenced above in the Company's foreign currency translation gain or loss), as well as its consolidated results of operations, as amounts in foreign currencies are generally translating into more U.S. dollars when the U.S. dollar weakens or less U.S. dollars when the U.S. dollar strengthens. As of September 30, 2014, the U.S. dollar was generally stronger relative to certain of the currencies of the foreign countries in which the Company operates. This overall strength of the U.S. dollar had an overall unfavorable impact on the Company's consolidated financial position because the foreign denominations translated into less U.S. dollars as evidenced by an increase in foreign currency translation loss for the nine months ended September 30, 2014 as reflected in the above table. In future periods, the volatility of the U.S. dollar as compared to the other currencies in which the Company operates could have a significant impact on its consolidated financial position and results of operations including the amount of revenue that the Company reports in future periods.

**Treasury Stock**

During the nine months ended September 30, 2014, the Company repurchased a total of 1,517,743 shares of its common stock in the open market at an average price of \$196.32 per share for total consideration of \$297,958,000 under a share repurchase program that was approved by the Company's Board of Directors in December 2013 (the "2013 Share Repurchase Program"). As of September 30, 2014, the Company may purchase up to an additional \$153,243,000 in value of the Company's common stock through December 31, 2014 under this share repurchase program.

During the nine months ended September 30, 2014, the Company reissued a total of 1,704,794 shares of its treasury stock with a total value of \$287,863,000, primarily related to the exchanges of the 3.00% Convertible Subordinated Notes and 4.75% Convertible Subordinated Notes.

**Stock-Based Compensation**

In March 2014, the Compensation Committee and the Stock Award Committee of the Company's Board of Directors approved the issuance of an aggregate of 613,560 shares of restricted stock units to certain employees, including executive officers, pursuant to the 2000 Equity Incentive Plan, as part of the

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

Company's annual refresh program. These equity awards are subject to vesting provisions and have a weighted-average grant date fair value of \$179.18 and a weighted-average requisite service period of 3.34 years. The valuation of restricted stock units with only a service condition or a service and performance condition requires no significant assumptions as the fair value for these types of equity awards is based solely on the fair value of the Company's stock price on the date of grant. The Company uses a Monte Carlo simulation option-pricing model to determine the fair value of restricted stock units with a service and market condition. There were no significant changes in the assumptions used to determine the fair value of restricted stock units with a service and market condition that were granted during March 2014 and restricted stock units granted during February 2013.

The following table presents, by operating expense category, the Company's stock-based compensation expense recognized in the Company's condensed consolidated statement of operations (in thousands):

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Cost of revenues	\$ 2,145	\$ 2,270	\$ 6,243	\$ 5,666
Sales and marketing	7,256	7,250	22,199	19,796
General and administrative	18,261	17,760	58,031	49,848
	<u>\$27,662</u>	<u>\$27,280</u>	<u>\$86,473</u>	<u>\$75,310</u>

12. Segment Information

While the Company has a single line of business, which is the design, build-out and operation of IBX data centers, it has determined that it has three reportable segments comprised of its Americas, EMEA and Asia-Pacific geographic regions. The Company's chief operating decision-maker evaluates performance, makes operating decisions and allocates resources based on the Company's revenue and adjusted EBITDA performance both on a consolidated basis and based on these three reportable segments. The Company defines adjusted EBITDA as income from operations plus depreciation, amortization, accretion, stock-based compensation expense, restructuring charges, impairment charges and acquisition costs as presented below (in thousands):

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Adjusted EBITDA:				
Americas	\$ 160,075	\$ 150,304	\$ 467,763	\$ 449,112
EMEA	69,786	57,139	198,342	156,557
Asia-Pacific	54,000	41,002	153,421	131,699
Total adjusted EBITDA	283,861	248,445	819,526	737,368
Depreciation, amortization and accretion expense	(121,349)	(105,534)	(351,033)	(324,326)
Stock-based compensation expense	(27,662)	(27,280)	(86,473)	(75,310)
Restructuring charges	—	—	—	4,837
Acquisition costs	281	(438)	(580)	(6,626)
Income from operations	<u>\$ 135,131</u>	<u>\$ 115,193</u>	<u>\$ 381,440</u>	<u>\$ 335,943</u>

EQUINIX, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)  
(Unaudited)

The Company also provides the following additional segment disclosures (in thousands):

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
<b>Total revenues:</b>				
Americas	\$347,412	\$319,413	\$1,019,701	\$ 938,673
EMEA	161,580	133,254	470,172	380,232
Asia-Pacific	111,449	90,417	315,782	269,184
	<u>\$620,441</u>	<u>\$543,084</u>	<u>\$1,805,655</u>	<u>\$1,588,089</u>
<b>Total depreciation and amortization:</b>				
Americas	\$ 66,198	\$ 64,001	\$ 188,990	\$ 191,355
EMEA	27,454	24,274	84,875	70,403
Asia-Pacific	26,370	21,626	75,862	64,533
	<u>\$120,022</u>	<u>\$109,901</u>	<u>\$ 349,727</u>	<u>\$ 326,291</u>
<b>Capital expenditures:</b>				
Americas	\$ 77,241	\$154,704 (1)	\$ 232,462	\$ 257,817 (1)
EMEA	35,177	42,847 (3)	77,842	91,709 (3)
Asia-Pacific	43,586	45,454 (4)	128,212 (2)	94,969 (4)
	<u>\$156,003</u>	<u>\$243,005</u>	<u>\$ 438,517</u>	<u>\$ 444,495</u>

- (1) Includes the purchase price for the New York 2 IBX Data Center Purchase, which totaled \$73,441.
- (2) Includes the purchase of real estate totaling \$16,791.
- (3) Includes the deposit for the purchase of the Frankfurt Kleyer 90 Carrier Hotel totaling \$1,353.
- (4) Includes the deposit for a real estate purchase totaling \$891 and purchase price adjustment for the acquisition of Asia Tone totaling \$755.

The Company's long-lived assets are located in the following geographic areas as of (in thousands):

	September 30, 2014	December 31, 2013
Americas	\$ 2,858,743	\$ 2,549,863
EMEA	1,144,753	1,188,559
Asia-Pacific	979,880	853,228
	<u>\$ 4,983,376</u>	<u>\$ 4,591,650</u>

Revenue information on a services basis is as follows (in thousands):

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Colocation	\$462,465	\$408,569	\$1,349,748	\$1,201,487
Interconnection	95,648	81,650	273,643	235,994
Managed infrastructure	27,757	24,413	80,997	72,324
Rental	2,566	934	7,909	2,097
Recurring revenues	588,437	515,566	1,712,298	1,511,902
Non-recurring revenues	32,004	27,518	93,357	76,187
	<u>\$620,441</u>	<u>\$543,084</u>	<u>\$1,805,655</u>	<u>\$1,588,089</u>

No single customer accounted for 10% or greater of the Company's revenues for the three and nine months ended September 30, 2014 and 2013. No single customer accounted for 10% or greater of the Company's gross accounts receivable as of September 30, 2014 and December 31, 2013.

**EQUINIX, INC.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(Unaudited)**

**13. Subsequent Events**

On October 15, 2014, the Company settled with the remaining holders of its 3.00% Convertible Subordinated Notes. Approximately \$178,741,000 in aggregate principal amount of the 3.00% Convertible Subordinated Notes, plus accrued interest, were converted into 1,595,496 shares of common stock. The remaining 3.00% Convertible Subordinated Notes, plus accrued interest, were settled in cash.

In October 2014, the Company's Board of Directors declared a special distribution of \$416,000,000, or approximately \$7.57 per share based on the number of shares outstanding on the declaration date (the "2014 Special Distribution"), to its common stockholders in connection with the Company's plan to convert to a REIT. The 2014 Special Distribution is payable on November 25, 2014 to the Company's common stockholders of record as of the close of business on October 27, 2014. Common stockholders can elect to receive payment of the 2014 Special Distribution in the form of stock or cash, with the total cash payment to all stockholders limited to no more than approximately \$83,200,000 or 20% of the total distribution. The number of shares to be distributed will be determined based upon common stockholder elections and the average closing price of the Company's common stock on the three trading days commencing on November 18, 2014.

In October 2014, the Compensation Committee of the Company's Board of Directors approved amendments to the terms of all outstanding restricted stock units ("RSUs") granted prior to January 1, 2014 to provide them dividend equivalent rights ("DERs") in the event of future dividends paid to the Company's stockholders. The Compensation Committee also approved adjustments for the cash portion of the 2014 Special Distribution for the Company's outstanding RSUs, stock options and Employee Stock Purchase Plan ("ESPP") offering periods. Prior to these actions, outstanding equity awards were not entitled to adjustments for the cash portion of the 2014 Special Distribution. Pursuant to the accounting standard for stock compensation, these actions affecting the terms of the awards are considered modifications that will result in incremental stock-based compensation expense.

**Item 2.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS  
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*The information in this discussion contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements are based upon current expectations that involve risks and uncertainties. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. For example, the words "believes," "anticipates," "plans," "expects," "intends" and similar expressions are intended to identify forward-looking statements. Our actual results and the timing of certain events may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such a discrepancy include, but are not limited to, those discussed in "Liquidity and Capital Resources" below and "Risk Factors" in Item 1A of Part II of this Quarterly Report on Form 10-Q. All forward-looking statements in this document are based on information available to us as of the date of this Report and we assume no obligation to update any such forward-looking statements.*

Our management's discussion and analysis of financial condition and results of operations is intended to assist readers in understanding our financial information from our management's perspective and is presented as follows:

- Overview
- Results of Operations
- Non-GAAP Financial Measures
- Liquidity and Capital Resources
- Contractual Obligations and Off-Balance-Sheet Arrangements
- Critical Accounting Policies and Estimates
- Recent Accounting Pronouncements

**Overview**

During the three months ended June 30, 2014, as more fully described in Note 9 of Notes to Condensed Consolidated Financial Statements in Item 1 of this Quarterly Report on Form 10-Q, we entered into agreements with certain note holders to exchange an aggregate of \$215.8 million of the principal amount of the 4.75% convertible subordinated notes for 2,411,851 shares of our common stock and cash payments totaling \$51.7 million. We also entered into an agreement with a note holder to exchange an aggregate of \$217.2 million of the principal amount of the 3.00% convertible subordinated notes for 1,948,578 shares of our common stock and a cash payment totaling \$5.4 million. As a result, we recognized a loss on debt extinguishment totaling \$51.2 million during the three months ended June 30, 2014 upon the exchange of the 4.75% convertible subordinated notes and 3.00% convertible subordinated notes.

In July 2014, as more fully described in Note 10 of Notes to Condensed Consolidated Financial Statements in Item 1 of this Quarterly Report on Form 10-Q, we entered into a purchase and sale agreement with Riverwood Capital L.P. ("Riverwood") in which we acquired Riverwood's interest in ALOG and the approximate 10% of ALOG owned by ALOG management, which resulted in us owning 100% of ALOG. The net purchase price of \$225.6 million consisted of: (i) \$216.5 million of cash paid to Riverwood and ALOG management to acquire their interests in ALOG, (ii) \$8.5 million of cash paid for the common shares of ALOG related to vested and outstanding stock options to purchase common shares of ALOG that were held by ALOG employees and (iii) \$686,000 for the assumption of Riverwood's portion of the contingent consideration in connection with the acquisition of ALOG in 2011. The cash portion of the purchase price was paid on the closing date in July 2014.

On October 15, 2014, We settled with the remaining holders of our 3.00% convertible subordinated notes due 2014. Approximately \$178.7 million in aggregate principal amount of the notes, plus accrued interest, were converted into 1,595,496 shares of common stock. The remaining notes, plus accrued interest, were settled in cash.

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In October 2014, we announced the declaration by our Board of Directors of a special distribution of \$416.0 million to our common stockholders in connection with our plan to convert to a real estate investment trust (“REIT”), as more fully described below.

Equinix provides global data center offerings that protect and connect the world’s most valued information assets. Global enterprises, financial services companies and content and network service providers rely upon Equinix’s leading insight and data centers in 32 markets around the world for the safehousing of their critical IT equipment and the ability to directly connect to the networks that enable today’s information-driven economy. Equinix offers the following solutions: (i) premium data center colocation, (ii) interconnection and (iii) exchange and outsourced IT infrastructure services. As of September 30, 2014, we operated or had partner International Business Exchange® (“IBX”) data centers in the Atlanta, Boston, Chicago, Dallas, Denver, Los Angeles, Miami, New York, Philadelphia, Rio De Janeiro, Sao Paulo, Seattle, Silicon Valley, Toronto and Washington, D.C. metro areas in the Americas region; France, Germany, Italy, the Netherlands, Switzerland, the United Arab Emirates and the United Kingdom in the Europe, Middle East and Africa (“EMEA”) region; and Australia, China, Hong Kong, Indonesia, Japan and Singapore in the Asia-Pacific region.

We leverage our global data centers in 32 markets around the world as a global platform which allows our customers to increase information and application delivery performance while significantly reducing costs. Based on our global platform and the quality of our IBX data centers, we believe we have established a critical mass of customers. As more customers locate in our IBX data centers, it benefits their suppliers and business partners to colocate as well in order to gain the full economic and performance benefits of our offerings. These partners, in turn, pull in their business partners, creating a “marketplace” for their services. Our global platform enables scalable, reliable and cost-effective colocation, interconnection and traffic exchange thus lowering overall cost and increasing flexibility. Our focused business model is based on our critical mass of customers and the resulting “marketplace” effect. This global platform, combined with our strong financial position, continues to drive new customer growth and bookings as we drive scale into our global business.

Historically, our market has been served by large telecommunications carriers who have bundled their telecommunications products and services with their colocation offerings. The data center market landscape has evolved to include cloud computing/utility providers, application hosting providers and systems integrators, managed infrastructure hosting providers and colocation providers with over 350 companies providing data center solutions in the U.S. alone. Each of these data center solutions providers can bundle various colocation, interconnection and network offerings, and outsourced IT infrastructure services. We are able to offer our customers a global platform that supports global reach to 15 countries, proven operational reliability, improved application performance and network choice, and a highly scalable set of offerings.

Our utilization rate represents the percentage of our cabinet space billing versus net sellable cabinet space available, taking into account power limitations. Our utilization rate was approximately 77% as of September 30, 2014 and September 30, 2013; however, excluding the impact of our IBX data center expansion projects that have opened during the last 12 months, our utilization rate would have increased to approximately 79% as of September 30, 2014. Our utilization rate varies from market to market among our IBX data centers across the Americas, EMEA and Asia-Pacific regions. We continue to monitor the available capacity in each of our selected markets. To the extent we have limited capacity available in a given market it may limit our ability for growth in that market. We perform demand studies on an ongoing basis to determine if future expansion is warranted in a market. In addition, power and cooling requirements for most customers are growing on a per unit basis. As a result, customers are consuming an increasing amount of power per cabinet. Although we generally do not control the amount of power our customers draw from installed circuits, we have negotiated power consumption limitations with certain of our high power demand customers. This increased power consumption has driven the requirement to build out our new IBX data centers to support power and cooling needs twice that of previous IBX data

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centers. We could face power limitations in our IBX data centers even though we may have additional physical cabinet capacity available within a specific IBX data center. This could have a negative impact on the available utilization capacity of a given IBX data center, which could have a negative impact on our ability to grow revenues, affecting our financial performance, operating results and cash flows.

Strategically, we will continue to look at attractive opportunities to grow our market share and selectively improve our footprint and offerings. As was the case with our recent expansions and acquisitions, our expansion criteria will be dependent on a number of factors such as demand from new and existing customers, quality of the design, power capacity, access to networks, capacity availability in the current market location, amount of incremental investment required by us in the targeted property, lead-time to break-even on a free cash flow basis and in-place customers. Like our recent expansions and acquisitions, the right combination of these factors may be attractive to us. Depending on the circumstances, these transactions may require additional capital expenditures funded by upfront cash payments or through long-term financing arrangements in order to bring these properties up to Equinix standards. Property expansion may be in the form of purchases of real property, long-term leasing arrangements or acquisitions. Future purchases, construction or acquisitions may be completed by us or with partners or potential customers to minimize the outlay of cash, which can be significant.

Our business is based on a recurring revenue model comprised of colocation and related interconnection and managed infrastructure offerings. We consider these offerings recurring because our customers are generally billed on a fixed and recurring basis each month for the duration of their contract, which is generally one to three years in length. Our recurring revenues have comprised more than 90% of our total revenues during the past three years. In addition, during the past three years, in any given quarter, greater than half of our monthly recurring revenue bookings came from existing customers, contributing to our revenue growth. During the three and nine months ended September 30, 2014 and 2013, our largest customer accounted for approximately 2% of our recurring revenues for the periods then ended. Our 50 largest customers accounted for approximately 35% of our recurring revenues for the three months ended September 30, 2014 and 2013. For the nine months ended September 30, 2014 and 2013, they accounted for approximately 34% and 35% of our recurring revenues, respectively.

Our non-recurring revenues are primarily comprised of installation services related to a customer's initial deployment and professional services that we perform. These services are considered to be non-recurring because they are billed typically once upon completion of the installation or professional services work performed. The majority of these non-recurring revenues are typically billed on the first invoice distributed to the customer in connection with their initial installation. However, revenues from installation services are deferred and recognized ratably over the expected life of the customer installation. Additionally, revenue from contract settlements, when a customer wishes to terminate their contract early, is recognized when no remaining performance obligations exist and collectability is reasonably assured, to the extent that the revenue has not previously been recognized. As a percentage of total revenues, we expect non-recurring revenues to represent less than 10% of total revenues for the foreseeable future.

Our Americas revenues are derived primarily from colocation and related interconnection offerings, and our EMEA and Asia-Pacific revenues are derived primarily from colocation and managed infrastructure offerings.

The largest components of our cost of revenues are depreciation, rental payments related to our leased IBX data centers, utility costs, including electricity and bandwidth, IBX data center employees' salaries and benefits, including stock-based compensation, repairs and maintenance, supplies and equipment and security services. A substantial majority of our cost of revenues is fixed in nature and should not vary significantly from period to period, unless we expand our existing IBX data centers or open or acquire new IBX data centers. However, there are certain costs which are considered more variable in nature, including utilities and supplies, that are directly related to growth in our existing and new customer base. We expect the cost of our utilities, specifically electricity, will generally increase in the future on a per-unit or fixed basis in addition to the variable increase related to the growth in consumption by our customers. In addition, the cost of electricity is generally higher in the summer months as

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compared to other times of the year. To the extent we incur increased utility costs, such increased costs could materially impact our financial condition, results of operations and cash flows. Furthermore, to the extent we incur increased electricity costs as a result of either climate change policies or the physical effects of climate change, such increased costs could materially impact our financial condition, results of operations and cash flows.

Sales and marketing expenses consist primarily of compensation and related costs for sales and marketing personnel, including stock-based compensation, sales commissions, marketing programs, public relations, promotional materials and travel, as well as bad debt expense and amortization of customer contract intangible assets.

General and administrative expenses consist primarily of salaries and related expenses, including stock-based compensation, accounting, legal and other professional service fees, and other general corporate expenses such as our corporate regional headquarters office leases and some depreciation expense.

Due to our recurring revenue model, and a cost structure which has a large base that is fixed in nature and generally does not grow in proportion to revenue growth, we expect our cost of revenues, sales and marketing expenses and general and administrative expenses to decline as a percentage of revenues over time, although we expect each of them to grow in absolute dollars in connection with our growth. This is evident in the trends noted below in our discussion about our results of operations. However, for cost of revenues, this trend may periodically be impacted when a large expansion project opens or is acquired and before it starts generating any meaningful revenue. Furthermore, in relation to cost of revenues, we note that the Americas region has a lower cost of revenues as a percentage of revenue than either EMEA or Asia-Pacific. This is due to both the increased scale and maturity of the Americas region compared to either the EMEA or Asia-Pacific region, as well as a higher cost structure outside of the Americas, particularly in EMEA. While we expect all three regions to continue to see lower cost of revenues as a percentage of revenues in future periods, we expect the trend of the Americas having the lowest cost of revenues as a percentage of revenues to continue. As a result, to the extent that revenue growth outside the Americas grows in greater proportion than revenue growth in the Americas, our overall cost of revenues as a percentage of revenues may increase in future periods. Sales and marketing expenses and general and administrative expenses may also periodically increase as a percentage of revenues as we continue to scale our operations to support our growth.

### ***Potential REIT Conversion***

In September 2012, we announced that our Board of Directors approved a plan for Equinix to pursue conversion to a REIT. We have begun implementation of the REIT conversion, and we plan to make a tax election for REIT status for the taxable year commencing January 1, 2015. Any REIT election made by us must be effective as of the beginning of a taxable year; therefore, as a calendar year taxpayer, if we are unable to convert to a REIT by January 1, 2015, the next possible conversion date would be January 1, 2016.

If we are able to convert to and qualify as a REIT, we will generally be permitted to deduct from federal income taxes the dividends we pay to our stockholders (including, for this purpose, the value of any deemed distribution on account of adjustments to the conversion rate relating to our outstanding debt securities that are convertible into our common stock, provided the deemed distribution is not a preferential dividend). The income represented by such dividends would not be subject to federal taxation at the entity level but would be taxed, if at all, at the stockholder level. Nevertheless, the income of our domestic taxable REIT subsidiaries (“TRSs”), which will hold our U.S. operations that may not be REIT-compliant, will be subject, as applicable, to federal and state corporate income tax. Likewise, our foreign subsidiaries will continue to be subject to foreign income taxes in jurisdictions in which they hold assets or conduct operations, regardless of whether held or conducted through TRSs or through qualified REIT subsidiaries (“QRSs”). We will also be subject to a separate corporate income tax on any gains recognized during a specified period (generally 10 years) following the REIT conversion that are attributable to “built-in” gains with respect to the assets that we own on the date we convert to a REIT.

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Our ability to qualify as a REIT will depend upon our continuing compliance following our REIT conversion with various requirements, including requirements related to the nature of our assets, the sources of our income and the distributions to our stockholders. If we fail to qualify as a REIT, we will be subject to federal income tax at regular corporate rates. Even if we qualify for taxation as a REIT, we may be subject to some federal, state, local and foreign taxes on our income and property in addition to taxes owed with respect to our TRS operations. In particular, while state income tax regimes often parallel the federal income tax regime for REITs, many states do not completely follow federal rules and some may not follow them at all.

The REIT conversion implementation currently includes seeking a private letter ruling (“PLR”) from the U.S. Internal Revenue Service (“IRS”). Our PLR request has multiple components, and our timely conversion to a REIT will require favorable rulings from the IRS on certain technical tax issues. We submitted the PLR request to the IRS in the fourth quarter of 2012. We currently expect to receive a favorable PLR from the IRS in 2014 and combined with Board of Directors approval and completion of other necessary conversion actions, we thereafter would commit to a final REIT conversion plan. Once we reach this commitment, our financial statements for 2014 will reflect the necessary accounting adjustments, including an adjustment to eliminate the U.S. deferred tax assets and liabilities balances discussed below as well as any tax consequences for the shareholder distributions also discussed below.

We currently estimate that we will incur approximately \$75.0 to \$85.0 million in costs to support the REIT conversion, of which \$75.5 million has been incurred to date, in addition to related tax liabilities associated with a change in our methods of depreciating and amortizing various data center assets for tax purposes from our prior methods to current methods that are more consistent with the characterization of such assets as real property for REIT purposes. The total recapture of depreciation and amortization expenses across all relevant assets is expected to result in federal and state tax liability of approximately \$360.0 to \$380.0 million, which amount became and is generally payable over a four-year period starting in 2012 even if we abandon the REIT conversion for any reason, including failure to obtain a favorable PLR response. To date, we have settled \$281.1 million of the estimated federal and state tax liability related to the recapture of depreciation and amortization expenses. Prior to the decision to convert to a REIT, our balance sheet reflected our income tax liability as a non-current deferred tax liability. As a result of the decision to convert to a REIT, our non-current tax liability has been and will continue to be gradually and proportionally reclassified from non-current to current over the four-year period, which started in the third quarter of 2012. The current liability reflects the tax liability that relates to additional taxable income expected to be recognized within the twelve-month period from the date of the balance sheet. If the REIT conversion is successful, we also expect to incur approximately \$10.0 million in additional annual compliance costs in future years. We expect to pay between \$160.0 to \$185.0 million in cash taxes during 2014 which includes taxes on our operations and any tax impacts required by our plan to convert to a REIT.

In accordance with tax rules applicable to REIT conversions, in order for Equinix to be eligible to qualify for taxation as a REIT for federal income tax purposes effective for the taxable year commencing January 1, 2015, we must distribute, on or before December 31, 2015, our previously undistributed accumulated earnings and profits attributable to all taxable periods ending prior to January 1, 2015 (our “Pre-2015 Accumulated E&P”).

On October 16, 2014, we announced the declaration by our Board of Directors of a special distribution of \$416.0 million on our shares of common stock, payable in either common stock or cash to, and at the election of, our stockholders of record as of October 27, 2014 (the “Record Date”). Common stockholders can elect to receive payment of the 2014 Special Distribution in the form of stock or cash, with the total cash payment to all stockholders limited to no more than approximately \$83.2 million, or 20% of the total distribution. We expect that the value of the 2014 Special Distribution, plus the expected value of the deemed distribution on account of the adjustment to the conversion rate relating to our outstanding 4.75% Convertible Subordinated Notes due June 15, 2016 (the “2016 Convertible Notes”) that will be made as a result of the 2014 Special Distribution (the “2014 Conversion Rate Adjustment”), will exceed our Pre-2015 Accumulated E&P.

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In addition, we intend to declare one or more special distributions in 2015 (the “2015 Special Distributions”), which would encompass some extraordinary items of taxable income that we expect to recognize in 2015, such as depreciation recapture in respect of accounting method changes commenced in our pre-REIT period as well as foreign earnings and profits recognized as dividend income. We estimate the aggregate amount of our 2014 Special Distribution and 2015 Special Distributions (collectively, the “Special Distributions”), together with the expected value of the deemed distributions associated with the 2014 Conversion Rate Adjustment and with any adjustments to the conversion rate of the 2016 Convertible Notes resulting from the 2015 Special Distributions (together with the 2014 Conversion Rate Adjustment, the “Conversion Rate Adjustments”), will equal approximately \$1.0 to \$1.1 billion, but this estimated range may change due to potential changes in certain factors impacting the calculations, such as the actual financial year 2014 performance of the entities to be included in the REIT structure and the impact of any other transactions we may undertake during 2014.

In connection with our contemplated REIT conversion, we expect to reassess the deferred tax assets and liabilities of our U.S. operations to be included in the REIT structure during 2014 at the point in time when it is determined that all significant actions to effect the REIT conversion have occurred and we are committed to that course of action. The reevaluation will result in de-recognizing the deferred tax assets and liabilities of our REIT’s U.S. operations excluding the deferred tax liabilities associated with the depreciation and amortization recapture. The depreciation and amortization recapture is necessary as part of our REIT conversion efforts. The de-recognition of the deferred tax assets and liabilities of our REIT’s U.S. operations will occur because the expected recovery or settlement of the related assets and liabilities will not result in deductible or taxable amounts in any post-REIT conversion periods. As a result of the de-recognition of the aforementioned deferred tax assets and liabilities of our REIT’s U.S. operations and the continuing recognition of deferred tax liabilities associated with the depreciation and amortization recapture to be taxed in 2015, we expect to record a significant income tax provision expense in the fourth quarter of 2014 ranging between \$330.0 and \$370.0 million.

## Results of Operations

### Three Months Ended September 30, 2014 and 2013

**Revenues.** Our revenues for the three months ended September 30, 2014 and 2013 were generated from the following revenue classifications and geographic regions (dollars in thousands):

	Three months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
<b>Americas:</b>						
Recurring revenues	\$330,683	53%	\$306,290	56%	8%	9%
Non-recurring revenues	16,729	3%	13,123	2%	27%	28%
	<u>347,412</u>	<u>56%</u>	<u>319,413</u>	<u>58%</u>	9%	10%
<b>EMEA:</b>						
Recurring revenues	152,803	25%	124,470	23%	23%	18%
Non-recurring revenues	8,777	1%	8,784	2%	0%	17%
	<u>161,580</u>	<u>26%</u>	<u>133,254</u>	<u>25%</u>	21%	18%
<b>Asia-Pacific:</b>						
Recurring revenues	104,951	17%	84,806	16%	24%	22%
Non-recurring revenues	6,498	1%	5,611	1%	16%	33%
	<u>111,449</u>	<u>18%</u>	<u>90,417</u>	<u>17%</u>	23%	23%
<b>Total:</b>						
Recurring revenues	588,437	95%	515,566	95%	14%	14%
Non-recurring revenues	32,004	5%	27,518	5%	16%	25%
	<u>\$620,441</u>	<u>100%</u>	<u>\$543,084</u>	<u>100%</u>	14%	14%

**Americas Revenues.** Growth in Americas revenues was primarily due to (i) approximately \$15.3 million of revenue generated from our recently-opened IBX data centers or IBX data center expansions in the Chicago, Dallas, New York, Rio de Janeiro, São Paulo, Silicon Valley and Washington, D.C.

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metro areas and (ii) an increase in orders from both our existing customers and new customers during the period as reflected in the growth in our utilization rate, as discussed above. During the three months ended September 30, 2014, the U.S. dollar was generally stronger relative to the Canadian dollar and Brazilian real than during the three months ended September 30, 2013, resulting in approximately \$3.6 million of unfavorable foreign currency impact to our Americas revenues during the three months ended September 30, 2014 compared to average exchange rates of the three months ended September 30, 2013. We expect that our Americas revenues will continue to grow in future periods as a result of continued growth in the recently-opened IBX data centers or IBX data center expansions and additional expansions currently taking place in the New York, Philadelphia, Rio De Janeiro, Seattle, Silicon Valley, Toronto, and Washington, D.C. metro areas, which are expected to open during the remainder of 2014 and 2015. Our estimates of future revenue growth take account of expected changes in recurring revenues attributed to customer bookings, customer churn or changes or amendments to customers' contracts.

*EMEA Revenues.* Our revenues from the U.K., the largest revenue contributor in the EMEA region for the period, represented approximately 36% of the regional revenues, during the three months ended September 30, 2014 and 2013. Our EMEA revenue growth was primarily due to (i) approximately \$9.1 million of revenue from our recently-opened IBX data centers or IBX data center expansions in the Frankfurt and London metro areas and (ii) an increase in orders from both our existing customers and new customers during the period as reflected in the growth in our utilization rate, as discussed above. During the three months ended September 30, 2014, the impact of foreign currency fluctuations resulted in approximately \$4.5 million of favorable foreign currency impact to our EMEA revenues primarily due to a generally weaker U.S. dollar relative to the British pound and Euro during the three months ended September 30, 2014 compared to the three months ended September 30, 2013. We expect that our EMEA revenues will continue to grow in future periods as a result of continued growth in recently-opened IBX data centers or IBX data center expansions and additional expansions currently taking place in the Amsterdam, London and Paris metro areas, which are expected to open during the remainder of 2014 and 2015. Our estimates of future revenue growth take account of expected changes in recurring revenues attributed to customer bookings, customer churn or changes or amendments to customers' contracts.

*Asia-Pacific Revenues.* Our revenues from Singapore, the largest revenue contributor in the Asia-Pacific region, represented approximately 38% and 35%, respectively, of the regional revenues for the three months ended September 30, 2014 and 2013. Our Asia-Pacific revenue growth was primarily due to (i) approximately \$17.8 million of revenue generated from our recently-opened IBX data center expansions in the Hong Kong, Osaka, Singapore, Sydney and Tokyo metro areas and (ii) an increase in orders from both our existing customers and new customers during the period as reflected in the growth in our utilization rate, as discussed above. During the three months ended September 30, 2014, the impact of foreign currency fluctuations to our Asia-Pacific revenues was not significant when compared to average exchange rates of the three months ended September 30, 2013. We expect that our Asia-Pacific revenues will continue to grow in future periods as a result of continued growth in these recently-opened IBX data center expansions and additional expansions currently taking place in the Melbourne, Osaka, Shanghai, Singapore and Tokyo metro areas, which are expected to open during the remainder of 2014, 2015 and 2016. Our estimates of future revenue growth take account of expected changes in recurring revenues attributed to customer bookings, or changes or amendments to customers' contracts.

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**Cost of Revenues.** Our cost of revenues for the three months ended September 30, 2014 and 2013 were split among the following geographic regions (dollars in thousands):

	Three months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
Americas	\$154,977	51%	\$144,316	54%	7%	9%
EMEA	83,704	28%	69,963	26%	20%	17%
Asia-Pacific	65,371	21%	54,681	20%	20%	20%
Total	\$304,052	100%	\$268,960	100%	13%	13%

	Three months ended September 30,	
	2014	2013
<i>Cost of revenues as a percentage of revenues:</i>		
Americas	45%	45%
EMEA	53%	53%
Asia-Pacific	62%	60%
Total	50%	50%

**Americas Cost of Revenues.** Our Americas cost of revenues for the three months ended September 30, 2014 and 2013 included \$55.1 million and \$54.7 million, respectively, of depreciation expense. Excluding depreciation expense, the increase in our Americas cost of revenues was primarily due to (i) approximately \$5.5 million of higher accretion expenses as a result of the reversal of asset retirement obligations during the three months ended September 2013 associated with the execution of certain lease amendments; (ii) \$3.0 million of higher costs associated with certain custom services provided to our customers; (iii) \$2.8 million of higher compensation costs including general salaries, bonuses, stock-based compensation and headcount growth (942 employees included in Americas cost of revenues as of September 30, 2014 versus 898 as of September 30, 2013) and (iv) \$2.4 million of higher utility costs to support revenue growth, partially offset by \$3.6 million of lower rent and facility costs primarily as a result of either certain leases no longer being subject to operating lease treatment or the purchase of previously-leased sites. During the three months ended September 30, 2014, the impact of foreign currency fluctuations to our Americas cost of revenues resulted in approximately \$2.6 million of favorable foreign currency impact to our Americas cost of revenues primarily due to generally stronger U.S. dollar relative to the Canadian dollar and Brazilian real during the three months ended September 30, 2014 compared to the three months ended September 30, 2013. We expect Americas cost of revenues to increase as we continue to grow our business.

**EMEA Cost of Revenues.** Our EMEA cost of revenues for the three months ended September 30, 2014 and 2013 included \$23.5 million and \$21.1 million, respectively, of depreciation expense. Growth in depreciation expense was primarily due to our IBX data center expansion activity and acquisitions. Excluding depreciation expense, the increase in our EMEA cost of revenues was primarily due to (i) \$4.8 million of higher utility costs and rent facility costs in support of our revenue growth and (ii) \$2.5 million of higher compensation costs, including general salaries, bonuses, stock-based compensation and headcount growth (446 employees included in EMEA cost of revenues as of September 30, 2014 versus 388 as of September 30, 2013). During the three months ended September 30, 2014, the impact of foreign currency fluctuations to our EMEA cost of revenues resulted in approximately \$2.0 million of net unfavorable foreign currency impact to our EMEA cost of revenues primarily due to a generally weaker U.S. dollar relative to the British pound and Euro during the three months ended September 30, 2014 compared to the three months ended September 30, 2013. We expect EMEA cost of revenues to increase as we continue to grow our business.

**Asia-Pacific Cost of Revenues.** Our Asia-Pacific cost of revenues for the three months ended September 30, 2014 and 2013 included \$25.1 million and \$20.4 million, respectively, of depreciation

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expense. Growth in depreciation expense was primarily due to our IBX data center expansion activity. Excluding depreciation expense, the increase in Asia-Pacific cost of revenues was primarily due to \$3.3 million of higher utility costs and higher rent and facility in support of our revenue growth. For the three months ended September 30, 2014, the impact of foreign currency fluctuations to our Asia-Pacific cost of revenues was not significant when compared to average exchange rates of the three months ended September 30, 2013. We expect Asia-Pacific cost of revenues to increase as we continue to grow our business.

**Sales and Marketing Expenses.** Our sales and marketing expenses for the three months ended September 30, 2014 and 2013 were split among the following geographic regions (dollars in thousands):

	Three months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
Americas	\$41,238	57%	\$35,594	58%	16%	19%
EMEA	19,874	28%	16,340	26%	22%	16%
Asia-Pacific	11,073	15%	9,685	16%	14%	14%
Total	\$72,185	100%	\$61,619	100%	17%	17%

	Three months ended September 30,	
	2014	2013
<i>Sales and marketing expenses as a percentage of revenues:</i>		
Americas	12%	11%
EMEA	12%	12%
Asia-Pacific	10%	11%
Total	12%	11%

**Americas Sales and Marketing Expenses.** The increase in our Americas sales and marketing expenses was primarily due to \$6.0 million of higher compensation costs, including sales compensation, general salaries, bonuses, stock-based compensation and headcount growth (440 Americas sales and marketing employees as of September 30, 2014 versus 387 as of September 30, 2013) and higher advertising, promotion, travel, recruiting, training and professional service fees associated with increased headcount and additional marketing programs spend. During the three months ended September 30, 2014, the impact of foreign currency fluctuations to our Americas sales and marketing expenses was not significant when compared to average exchange rates of the three months ended September 30, 2013. Over the past several years, we have been investing in our Americas sales and marketing initiatives to further increase our revenue. These investments have included the hiring of additional headcount and new product innovation efforts and, as a result, our Americas sales and marketing expenses as a percentage of revenues have increased. Although we anticipate that we will continue to invest in Americas sales and marketing initiatives, we believe our Americas sales and marketing expenses as a percentage of revenues will remain at approximately current levels over the next year but should ultimately decrease as we continue to grow our business.

**EMEA Sales and Marketing Expenses.** The increase in our EMEA sales and marketing expenses was primarily due to \$2.2 million of higher sales commissions as a result of stronger revenue growth and changes in the sales commission structure. For the three months ended September 30, 2014, the impact of foreign currency fluctuations to our EMEA sales and marketing expenses was not significant when compared to average exchange rates of the three months ended September 30, 2013. Over the past several years, we have been investing in our EMEA sales and marketing initiatives to further increase our revenue. Although we anticipate that we will continue to invest in EMEA sales and marketing initiatives, we believe our EMEA sales and marketing expenses as a percentage of revenues will remain at approximately current levels over the next year or two but should ultimately decrease as we continue to grow our business.

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*Asia-Pacific Sales and Marketing Expenses.* The increase in our Asia-Pacific sales and marketing expenses was primarily due to higher compensation costs, including sales compensation, general salaries, bonuses, stock-based compensation expense and headcount growth (146 Asia-Pacific sales and marketing employees as of September 30, 2014 versus 125 as of September 30, 2013). For the three months ended September 30, 2014, the impact of foreign currency fluctuations to our Asia-Pacific sales and marketing expenses was not significant when compared to average exchange rates of the three months ended September 30, 2013. Over the past several years, we have been investing in our Asia-Pacific sales and marketing initiatives to further increase our revenue. These investments have included the hiring of additional headcount and new product innovation efforts and, as a result, our Asia-Pacific sales and marketing expenses have increased. Although we anticipate that we will continue to invest in Asia-Pacific sales and marketing initiatives, we believe our Asia-Pacific sales and marketing expenses as a percentage of revenues will remain at approximately current levels over the next year or two but should ultimately decrease as we continue to grow our business.

*General and Administrative Expenses.* Our general and administrative expenses for the three months ended September 30, 2014 and 2013 were split among the following geographic regions (dollars in thousands):

	Three months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
Americas	\$ 78,864	72%	\$68,729	71%	15%	14%
EMEA	19,154	18%	17,911	18%	7%	2%
Asia-Pacific	11,336	10%	10,234	11%	11%	11%
Total	<u>\$109,354</u>	<u>100%</u>	<u>\$96,874</u>	<u>100%</u>	13%	11%

	Three months ended September 30,	
	2014	2013
<i>General and administrative expenses as a percentage of revenues:</i>		
Americas	23%	22%
EMEA	12%	13%
Asia-Pacific	11%	11%
Total	18%	18%

*Americas General and Administrative Expenses.* The increase in our Americas general and administrative expenses was primarily due to (i) \$6.0 million of higher travel and office expenses, and compensation costs, including general salaries and bonuses, as a result of headcount growth (729 Americas general and administrative employees as of September 30, 2014 versus 691 as of September 30, 2013) and (ii) \$2.0 million of higher depreciation expense associated with the implementation of the ERP system and certain systems to support the REIT conversion process. During the three months ended September 30, 2014, the impact of foreign currency fluctuations to our Americas general and administrative expenses was not significant when compared to average exchange rates for the three months ended September 30, 2013. Over the course of the past year, we have been investing in our Americas general and administrative functions to scale this region effectively for growth, which has included additional investments into improving our back office systems. We expect our current efforts to improve our back office systems will continue over the next several years. Going forward, although we are carefully monitoring our spending, we expect Americas general and administrative expenses to increase as we continue to further scale our operations to support our growth, including these investments in our back office systems and the REIT conversion process.

*EMEA General and Administrative Expenses.* The increase in our EMEA general and administrative expenses was primarily due to \$2.0 million of higher compensation costs, including general salaries, bonus, stock-based compensation and headcount growth (339 EMEA general and administrative employees as of September 30, 2014 versus 298 as of September 30, 2013). During the three months

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ended September 30, 2014, the impact of foreign currency fluctuations to our EMEA general and administrative expenses was not significant when compared to average exchange rates for the three months ended September 30, 2013. Over the course of the past year, we have been investing in our EMEA general and administrative functions as a result of our ongoing efforts to scale this region effectively for growth. Going forward, although we are carefully monitoring our spending given the current economic environment, we expect our EMEA general and administrative expenses to increase in future periods as we continue to scale our operations to support our growth; however, as a percentage of revenues, we generally expect them to decrease.

*Asia-Pacific General and Administrative Expenses.* Our Asia-Pacific general and administrative expenses did not materially change and the impact of foreign currency fluctuations to our Asia-Pacific general and administrative expenses for the three months ended September 30, 2014 was not significant when compared to average exchange rates of the three months ended September 30, 2013. Going forward, although we are carefully monitoring our spending given the current economic environment, we expect Asia-Pacific general and administrative expenses to increase as we continue to scale our operations to support our growth; however, as a percentage of revenues, we generally expect them to decrease.

*Acquisition Costs.* During the three months ended September 30, 2014, we reversed acquisition costs totaling \$281,000 primarily attributed to Americas region. During the three months ended September 2013, we recorded acquisition costs totaling \$438,000, primarily attributed to EMEA region.

*Interest Income.* Interest income was \$356,000 and \$929,000, respectively, for the three months ended September 30, 2014 and 2013. The average annualized yield for the three months ended September 30, 2014 was 0.24% versus 0.27% for the three months ended September 30, 2013. We expect interest income to decrease as a result of changes to our investment profile in both allocation of securities and a focus on greater liquidity in preparation for the Company's conversion to a REIT. We also expect lower interest income as a result of lower invested cash balances associated with our conversion to a REIT.

*Interest Expense.* Interest expense increased to \$63.8 million for the three months ended September 30, 2014 from \$62.0 million for the three months ended September 30, 2013. This increase in interest expense was primarily due to the impact of additional financings such as various capital lease and other financing obligations to support our expansion projects. During the three months ended September 30, 2014 and 2013, we capitalized \$5.6 million and \$2.3 million, respectively, of interest expense to construction in progress. Going forward, we expect to incur lower interest expense as a result of the exchanges of the 4.75% convertible subordinated notes and 3.00% convertible subordinated notes completed during the three months ended June 30, 2014, and the maturity of the 3.00% convertible subordinated notes in October 2014. However, we may incur additional indebtedness to support our growth, resulting in higher interest expense.

*Other Income (Expense).* We recorded \$1.8 million and \$985,000, respectively, of other income, for the three months ended September 30, 2014 and 2013, primarily due to foreign currency exchange gains during the periods.

*Income Taxes.* For the three months ended September 30, 2014 and 2013, we recorded \$30.6 million and \$12.4 million, respectively, of income tax expenses. We expect to recognize a larger income tax provision in 2014 due to the higher profitability than that of the prior year and certain jurisdictions becoming profitable in 2014, which incurred losses in prior years. Our effective tax rates were 41.6% and 22.5%, respectively, for the three months ended September 30, 2014 and 2013. The higher effective tax rate in 2014 is primarily due to the higher profitability than that of the prior year and some one-time benefits in 2013 which are not available in the current year. The cash taxes for 2014 and 2013 are primarily for U.S. federal and state income taxes and foreign income taxes in certain foreign jurisdictions. In connection with our planned REIT conversion, we expected to reassess the deferred tax assets and liabilities of our U.S. operations to be included in the REIT structure during 2014 at the point in time when it is determined that all significant actions to effect the REIT conversion have occurred and we are committed to that course of action. We expected the re-evaluation will result in de-recognizing the

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deferred tax assets and liabilities of those operations that will be in the REIT during the three months ended December 31, 2014, which we estimate will result in between \$330.0 and \$370.0 million in incremental income tax expense in the fourth quarter of 2014.

**Adjusted EBITDA.** Adjusted EBITDA is a key factor in how we assess the performance of our segments, measure the operational cash generating abilities of our segments and develop regional growth strategies such as IBX data center expansion decisions. We define adjusted EBITDA as income or loss from operations plus depreciation, amortization, accretion, stock-based compensation expense, restructuring charges, impairment charges and acquisition costs. Our adjusted EBITDA for the three months ended September 30, 2014 and 2013 were split among the following geographic regions (dollars in thousands):

	Three months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
Americas	\$160,075	56%	\$150,304	60%	7%	7%
EMEA	69,786	25%	57,139	23%	22%	22%
Asia-Pacific	54,000	19%	41,002	17%	32%	31%
Total	<u>\$283,861</u>	<u>100%</u>	<u>\$248,445</u>	<u>100%</u>	14%	15%

**Americas Adjusted EBITDA.** The increase in our Americas adjusted EBITDA was due to higher revenues as result of our IBX data center expansion activity and organic growth as described above. For the three months ended September 30, 2014, the impact of foreign currency fluctuations to our Americas adjusted EBITDA was not significant when compared to average exchange rates of the three months ended September 30, 2013.

**EMEA Adjusted EBITDA.** The increase in our EMEA adjusted EBITDA was primarily due to higher revenues as result of our IBX data center expansion activity and organic growth as described above, partially offset by higher adjusted operating expenses as a percentage of revenues primarily attributable to higher cost of revenues, utilities costs, rent and facilities costs. For the three months ended September 30, 2014, the impact of foreign currency fluctuations to our EMEA adjusted EBITDA was not significant when compared to average exchange rates of the three months ended September 30, 2013.

**Asia-Pacific Adjusted EBITDA.** The increase in our Asia-Pacific adjusted EBITDA was primarily due to higher revenues as result of our IBX data center expansion activity and organic growth as described above, partially offset by higher adjusted operating expenses as a percentage of revenues primarily attributable to higher cost of revenues, utilities costs and compensation costs, including general salaries, bonuses and headcount growth to support our growth. For the three months ended September 30, 2014, the impact of foreign currency fluctuations to our Asia-Pacific adjusted EBITDA was not significant when compared to average exchange rates of the three months ended September 30, 2013.

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**Nine Months Ended September 30, 2014 and 2013**

**Revenues.** Our revenues for the nine months ended September 30, 2014 and 2013 were generated from the following revenue classifications and geographic regions (dollars in thousands):

	Nine months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
<b>Americas:</b>						
Recurring revenues	\$ 970,815	54%	\$ 901,490	57%	8%	9%
Non-recurring revenues	48,886	3%	37,183	2%	31%	32%
	<u>1,019,701</u>	<u>57%</u>	<u>938,673</u>	<u>59%</u>	9%	10%
<b>EMEA:</b>						
Recurring revenues	443,553	25%	356,394	22%	24%	19%
Non-recurring revenues	26,619	0%	23,838	2%	12%	10%
	<u>470,172</u>	<u>26%</u>	<u>380,232</u>	<u>24%</u>	24%	18%
<b>Asia-Pacific:</b>						
Recurring revenues	297,930	16%	254,018	16%	17%	20%
Non-recurring revenues	17,852	1%	15,166	1%	18%	26%
	<u>315,782</u>	<u>17%</u>	<u>269,184</u>	<u>17%</u>	17%	20%
<b>Total:</b>						
Recurring revenues	1,712,298	95%	1,511,902	95%	13%	13%
Non-recurring revenues	93,357	5%	76,187	5%	23%	24%
	<u>\$1,805,655</u>	<u>100%</u>	<u>\$1,588,089</u>	<u>100%</u>	14%	14%

**Americas Revenues.** Growth in Americas revenues was primarily due to (i) approximately \$34.6 million of revenue generated from our recently-opened IBX data centers or IBX data center expansions in the Chicago, Dallas, New York, Rio de Janeiro, São Paulo, Silicon Valley and Washington, D.C. metro areas, (ii) a \$2.2 million increase in revenue related to early termination fees and (iii) an increase in orders from both our existing customers and new customers during the period as reflected in the growth in our utilization rate, as discussed above. During the nine months ended September 30, 2014, the U.S. dollar was generally stronger relative to the Canadian dollar and Brazilian real than during the nine months ended September 30, 2013, resulting in approximately \$15.5 million of unfavorable foreign currency impact to our Americas revenues during the nine months ended September 30, 2014 when compared to average exchange rates of the nine months ended September 30, 2013. We expect that our Americas revenues will continue to grow in future periods as a result of continued growth in the recently-opened IBX data centers or IBX data center expansions and additional expansions currently taking place in the New York, Philadelphia, Rio De Janeiro, Seattle, Silicon Valley, Toronto, and Washington, D.C. metro areas, which are expected to open during the remainder of 2014 and 2015. Our estimates of future revenue growth take account of expected changes in recurring revenues attributed to customer bookings, customer churn or changes or amendments to customers' contracts.

**EMEA Revenues.** Our revenues from the U.K., the largest revenue contributor in the EMEA region for the period, represented approximately 36% of the regional revenues during the nine months ended September 30, 2014 and 2013. Our EMEA revenue growth was primarily due to (i) approximately \$33.7 million of revenue from our recently-opened IBX data centers or IBX data center expansions in the Frankfurt and London metro areas and (ii) an increase in orders from both our existing customers and new customers during the period as reflected in the growth in our utilization rate, as discussed above. During the nine months ended September 30, 2014, the impact of foreign currency fluctuations resulted in approximately \$21.0 million of favorable foreign currency impact to our EMEA revenues primarily due to a generally weaker U.S. dollar relative to the British pound and Euro during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013. We expect that our EMEA revenues will continue to grow in future periods as a result of continued growth in recently-opened IBX data centers or IBX data center expansions and additional expansions currently taking place in the Amsterdam, London and Paris metro areas, which are expected to open during the remainder of 2014

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and 2015. Our estimates of future revenue growth take account of expected changes in recurring revenues attributed to customer bookings, customer churn or changes or amendments to customers' contracts.

*Asia-Pacific Revenues.* Our revenues from Singapore, the largest revenue contributor in the Asia-Pacific region, represented approximately 38% and 35%, respectively, of the regional revenues for the nine months ended September 30, 2014 and 2013. Our Asia-Pacific revenue growth was primarily due to (i) approximately \$36.8 million of revenue generated from our recently-opened IBX data center expansions in the Hong Kong, Osaka, Singapore, Sydney and Tokyo metro areas and (ii) an increase in orders from both our existing customers and new customers during the period as reflected in the growth in our utilization rate, as discussed above. During the nine months ended September 30, 2014, the U.S. dollar was generally stronger relative to the Australian dollar, Japanese yen and Singapore dollar, than during the nine months ended September 30, 2013, resulting in approximately \$7.9 million of unfavorable foreign currency impact to our Asia-Pacific revenues during the nine months ended September 30, 2014 when compared to average exchange rates of the nine months ended September 30, 2013. We expect that our Asia-Pacific revenues will continue to grow in future periods as a result of continued growth in these recently-opened IBX data center expansions and additional expansions currently taking place in the Melbourne, Osaka, Shanghai, Singapore and Tokyo metro areas, which are expected to open during the remainder of 2014, 2015 and 2016. Our estimates of future revenue growth take account of expected changes in recurring revenues attributed to customer bookings, or changes or amendments to customers' contracts.

*Cost of Revenues.* Our cost of revenues for the nine months ended September 30, 2014 and 2013 were split among the following geographic regions (dollars in thousands):

	Nine months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
Americas	\$445,682	50%	\$434,012	55%	3%	5%
EMEA	251,689	29%	201,912	25%	25%	20%
Asia-Pacific	187,065	21%	158,736	20%	18%	21%
Total	\$884,436	100%	\$794,660	100%	11%	12%

	Nine months ended September 30,	
	2014	2013
<i>Cost of revenues as a percentage of revenues:</i>		
Americas	44%	46%
EMEA	54%	53%
Asia-Pacific	59%	59%
Total	49%	50%

*Americas Cost of Revenues.* Our Americas cost of revenues for the nine months ended September 30, 2014 and 2013 included \$158.4 million and \$162.8 million, respectively, of depreciation expense. The decrease in depreciation expense was primarily due to lower depreciation expense resulting from the increase in the useful lives of certain fixed assets when we entered into lease amendments to extend the lease term for certain IBX data centers, partially offset by an increase in depreciation expense due to our IBX data center expansion activity. Excluding depreciation expense, the increase in our Americas cost of revenues was primarily due to (i) \$11.1 million of higher utility costs in support of our revenue growth; (ii) \$6.3 million of higher compensation costs, including general salaries, bonus, stock-based compensation and headcount growth (942 employees included in America cost of revenues as of September 30, 2014 versus 898 as of September 30, 2013); (iii) \$6.1 million of higher costs associated with certain custom services provided to our customers; and (iv) \$3.1 million of higher accretion expense as a result of reversal of asset retirement obligations during the nine months ended September 30, 2013 associated with

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execution of certain lease amendments; partially offset by \$12.0 million of lower rent and facility costs primarily as a result of either certain leases no longer being subject to operating lease treatment or the purchase of previously-leased sites. During the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our Americas cost of revenues resulted in approximately \$10.6 million of favorable foreign currency impact to our Americas cost of revenues primarily due to a generally stronger U.S. dollar relative to the Canadian dollar and Brazilian real during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013. We expect Americas cost of revenues to increase as we continue to grow our business.

*EMEA Cost of Revenues.* Our EMEA cost of revenues for the nine months ended September 30, 2014 and 2013 included \$73.1 million and \$60.7 million, respectively, of depreciation expense. Growth in depreciation expense was primarily due to our IBX data center expansion activity and acquisitions. Excluding depreciation expense, the increase in our EMEA cost of revenues was primarily due to (i) \$22.2 million of higher utility, rent and facilities costs in support of our revenue growth; (ii) \$8.3 million of higher professional fees and higher compensation costs, including general salaries, bonus, stock-based compensation and headcount growth (446 employees included in EMEA cost of revenue as of September 30, 2014 versus 388 as of September 30, 2013) to support our growth; and (iii) \$5.9 million of higher costs associated with certain custom services provided to our customers and repairs and maintenance costs. During the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our EMEA cost of revenues resulted in approximately \$10.4 million of net unfavorable foreign currency impact to our EMEA cost of revenues primarily due to a generally weaker U.S. dollar relative to the British pound and Euro during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013. We expect EMEA cost of revenues to increase as we continue to grow our business.

*Asia-Pacific Cost of Revenues.* Our Asia-Pacific cost of revenues for the nine months ended September 30, 2014 and 2013 included \$72.5 million and \$61.0 million, respectively, of depreciation expense. Growth in depreciation expense was primarily due to our IBX data center expansion activity. Excluding depreciation expense, the increase in Asia-Pacific cost of revenues was primarily due to \$10.7 million of higher utility, repair and maintenance costs, as well as rent and facilities costs in support of our revenue growth. During the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our Asia-Pacific cost of revenues resulted in approximately \$4.9 million of net favorable foreign currency impact to our Asia-Pacific cost of revenues primarily due to a generally stronger U.S. dollar relative to Australian dollar, Japanese yen and Singapore dollar during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013. We expect Asia-Pacific cost of revenues to increase as we continue to grow our business.

*Sales and Marketing Expenses.* Our sales and marketing expenses for the nine months ended September 30, 2014 and 2013 were split among the following geographic regions (dollars in thousands):

	Nine months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
Americas	\$125,095	59%	\$105,148	59%	19%	21%
EMEA	58,872	27%	49,408	27%	19%	13%
Asia-Pacific	30,900	14%	24,817	14%	25%	27%
Total	<u>\$214,867</u>	<u>100%</u>	<u>\$179,373</u>	<u>100%</u>	20%	19%

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	Nine months ended	
	September 30,	
	2014	2013
<i>Sales and marketing expenses as a percentage of revenues:</i>		
Americas	12%	11%
EMEA	13%	13%
Asia-Pacific	10%	9%
Total	12%	11%

*Americas Sales and Marketing Expenses.* The increase in our Americas sales and marketing expenses was primarily due to \$12.3 million of higher compensation costs, including sales compensation, general salaries, bonuses, stock-based compensation and headcount growth (440 Americas sales and marketing employees as of September 30, 2014 versus 387 as of September 30, 2013) and \$6.6 million of higher recruiting, travel, advertising and professional fees associated with increased headcount and additional marketing programs spend. During the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our Americas sales and marketing expenses was not significant when compared to average exchange rates of the nine months ended September 30, 2013. Over the past several years, we have been investing in our Americas sales and marketing initiatives to further increase our revenue. These investments have included the hiring of additional headcount and new product innovation efforts and, as a result, our Americas sales and marketing expenses as a percentage of revenues have increased. Although we anticipate that we will continue to invest in Americas sales and marketing initiatives, we believe our Americas sales and marketing expenses as a percentage of revenues will remain at approximately current levels over the next year but should ultimately decrease as we continue to grow our business.

*EMEA Sales and Marketing Expenses.* The increase in our EMEA sales and marketing expenses was primarily due to (i) \$5.0 million of higher compensation costs, including sales compensation, general salaries, bonuses and stock-based compensation expense as a result of our revenue growth and changes in the sales commission structure, and (ii) \$2.6 million of higher professional fees to support our revenue growth. During the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our EMEA sales and marketing expenses resulted in approximately \$2.6 million of net unfavorable foreign currency impact to our EMEA sales and marketing expenses primarily due to a generally weaker U.S. dollar relative to the British pound and Euro during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013. Over the past several years, we have been investing in our EMEA sales and marketing initiatives to further increase our revenue, such as the hiring of additional headcount and new product innovation efforts. Although we anticipate that we will continue to invest in EMEA sales and marketing initiatives, we believe our EMEA sales and marketing expenses as a percentage of revenues will remain at approximately current levels over the next year or two but should ultimately decrease as we continue to grow our business.

*Asia-Pacific Sales and Marketing Expenses.* The increase in our Asia-Pacific sales and marketing expenses was primarily due to \$5.7 million of higher compensation costs, including sales compensation, general salaries, bonuses, stock-based compensation expense and headcount growth (146 Asia-Pacific sales and marketing employees as of September 30, 2014 versus 125 as of September 30, 2013). For the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our Asia-Pacific sales and marketing expenses was not significant when compared to average exchange rates of the nine months ended September 30, 2013. Over the past several years, we have been investing in our Asia-Pacific sales and marketing initiatives to further increase our revenue. These investments have included the hiring of additional headcount and new product innovation efforts and, as a result, our Asia-Pacific sales and marketing expenses have increased. Although we anticipate that we will continue to invest in Asia-Pacific sales and marketing initiatives, we believe our Asia-Pacific sales and marketing expenses as a percentage of revenues will remain at approximately current levels over the next year or two but should ultimately decrease as we continue to grow our business.

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**General and Administrative Expenses.** Our general and administrative expenses for the nine months ended September 30, 2014 and 2013 were split among the following geographic regions (dollars in thousands):

	Nine months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
Americas	\$236,287	73%	\$194,988	71%	21%	22%
EMEA	56,712	17%	53,052	19%	7%	1%
Asia-Pacific	31,333	10%	28,284	10%	11%	12%
Total	\$324,332	100%	\$276,324	100%	17%	17%

	Nine months ended September 30,	
	2014	2013
<i>General and administrative expenses as a percentage of revenues:</i>		
Americas	23%	21%
EMEA	12%	14%
Asia-Pacific	10%	11%
Total	18%	17%

**Americas General and Administrative Expenses.** The increase in our Americas general and administrative expenses was primarily due to (i) \$18.7 million of higher recruiting, training, travel, office expenses and professional fees to support our growth and REIT conversion process, and (ii) \$17.6 million of higher compensation costs, including general salaries and bonuses as a result of headcount growth (729 Americas general and administrative employees as of September 30, 2014 versus 691 as of September 30, 2013). During the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our Americas general and administrative expenses resulted in approximately \$2.1 million of favorable foreign currency impact to our Americas general and administrative expenses primarily due to a generally stronger U.S. dollar relative to the Canadian dollar and Brazilian real during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013. Over the course of the past year, we have been investing in our Americas general and administrative functions to scale this region effectively for growth, which has included additional investments into improving our back office systems. We expect our current efforts to improve our back office systems will continue over the next several years. We are also incurring costs to support our REIT conversion process. Collectively, these investments in our back office systems and our REIT conversion process have resulted in increased professional fees. Going forward, although we are carefully monitoring our spending, we expect Americas general and administrative expenses to increase as we continue to further scale our operations to support our growth, including these investments in our back office systems and the REIT conversion process.

**EMEA General and Administrative Expenses.** The increase in our EMEA general and administrative expenses was primarily due to \$4.4 million of higher compensation costs, including general salaries, bonuses, stock-based compensation and headcount growth (339 EMEA general and administrative employees as of September 30, 2014 versus 298 as of September 30, 2013). During the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our EMEA general and administrative expenses resulted in approximately \$2.8 million of net unfavorable foreign currency impact to our EMEA general and administrative expenses primarily due to a generally weaker U.S. dollar relative to the British pound and Euro during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013. Going forward, although we are carefully monitoring our spending given the current economic environment, we expect our EMEA general and administrative expenses to increase in future periods as we continue to scale our operations to support our growth; however, as a percentage of revenues, we generally expect them to decrease.

**Asia-Pacific General and Administrative Expenses.** The increase in our Asia-Pacific general and administrative expenses was primarily due to \$2.9 million of higher compensation costs, including general

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salaries, bonuses, stock-based compensation and headcount growth (219 Asia-Pacific general and administrative employees as of September 30, 2014 versus 203 as of September 30, 2013). For the nine months ended September 30, 2014, the impact of foreign currency fluctuations to our Asia-Pacific general and administrative expenses was not significant when compared to average exchange rates of the nine months ended September 30, 2013. Going forward, although we are carefully monitoring our spending given the current economic environment, we expect Asia-Pacific general and administrative expenses to increase as we continue to scale our operations to support our growth; however, as a percentage of revenues, we generally expect them to decrease.

**Acquisition Costs.** During the nine months ended September 30, 2014 and 2013, we recorded acquisition costs totaling \$580,000 and \$6.6 million, respectively, primarily attributed to the Americas region.

**Interest Income.** Interest income was \$2.5 million and \$2.6 million, respectively, for the nine months ended September 30, 2014 and 2013. The average annualized yield for the nine months ended September 30, 2014 was 0.36% versus 0.27% for the nine months ended September 30, 2013. We expect interest income to decrease as a result of changes to our investment profile in both allocation of securities and a focus on greater liquidity in preparation for the Company's conversion to a REIT. We also expect lower interest income as a result of lower invested cash balances associated with our conversion to a REIT.

**Interest Expense.** Interest expense increased to \$199.5 million for the nine months ended September 30, 2014 from \$183.3 million for the nine months ended September 30, 2013. This increase in interest expense was primarily due to the impact of our \$1.5 billion senior notes offering in March 2013 and \$21.8 million of higher interest expense from various capital lease and other financing obligations to support our expansion projects, which was partially offset by the redemption of our 8.125% senior notes in April 2013. During the nine months ended September 30, 2014 and 2013, we capitalized \$13.0 million and \$7.9 million, respectively, of interest expense to construction in progress. Going forward, we expect to incur lower interest expense as a result of the exchanges of the 4.75% convertible subordinated notes and 3.00% convertible subordinated notes completed during the three months ended June 30, 2014, and the maturity of the remaining principal amount of 3.00% convertible subordinated notes in October 2014. However, we may incur additional indebtedness to support our growth, resulting in higher interest expense.

**Other Income (Expense).** We recorded \$3.2 million and \$3.3 million of other income, respectively, for the nine months ended September 30, 2014 and 2013, primarily due to foreign currency exchange gains during the periods.

**Loss on Debt Extinguishment.** During the nine months ended September 30, 2014, we recorded a \$51.2 million loss on debt extinguishment as a result of the exchanges of the 3.00% convertible subordinated notes and 4.75% convertible subordinated notes. During the nine months ended September 30, 2013, we recorded a \$93.6 million loss on debt extinguishment as a result of the redemption of our \$750.0 million 8.125% senior notes.

**Income Taxes.** For the nine months ended September 30, 2014 and 2013, we recorded \$42.1 million and \$14.2 million of income tax expenses, respectively. We expect to recognize a larger income tax provision in 2014 due to the higher profitability than that of the prior year and certain jurisdictions becoming profitable in 2014, which incurred losses in prior year. Our effective tax rates were 30.9% and 21.8%, respectively, for the nine months ended September 30, 2014 and 2013. The higher effective tax rate in 2014 is primarily due to the higher profitability than that of the prior year and some one-time benefits in 2013 which are not available in the current year. The cash taxes for 2014 and 2013 are primarily for U.S. federal and state income taxes and foreign income taxes in certain foreign jurisdictions. In connection with our planned REIT conversion, we expected to reassess the deferred tax assets and liabilities of our U.S. operations to be included in the REIT structure during 2014 at the point in time when it is determined that all significant actions to effect the REIT conversion have occurred and we are committed to that course of action. We expected the re-evaluation will result in de-recognizing the deferred tax assets and liabilities of our REIT's operations during the three months ended December 31, 2014, which we estimate will result in between \$330.0 and \$370.0 million in incremental income tax expense in 2014.

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**Adjusted EBITDA.** Adjusted EBITDA is a key factor in how we assess the performance of our segments, measure the operational cash generating abilities of our segments and develop regional growth strategies such as IBX data center expansion decisions. Our adjusted EBITDA for the nine months ended September 30, 2014 and 2013 were split among the following geographic regions (dollars in thousands):

	Nine months ended September 30,				% change	
	2014	%	2013	%	Actual	Constant currency
Americas	\$467,763	57%	\$449,112	61%	4%	5%
EMEA	198,342	24%	156,557	21%	27%	22%
Asia-Pacific	153,421	19%	131,699	18%	16%	20%
Total	<u>\$819,526</u>	<u>100%</u>	<u>\$737,368</u>	<u>100%</u>	11%	11%

**Americas Adjusted EBITDA.** The increase in our Americas adjusted EBITDA was due to higher revenues as result of our IBX data center expansion activity and organic growth as described above. During the nine months ended September 30, 2014, currency fluctuations resulted in approximately \$5.7 million of unfavorable foreign currency impact on our Americas adjusted EBITDA primarily due to the generally stronger U.S. dollar relative to the Brazilian real and Canadian dollar during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013.

**EMEA Adjusted EBITDA.** The increase in our EMEA adjusted EBITDA was primarily due to higher revenues as result of our IBX data center expansion activity and organic growth as described above, partially offset by higher adjusted operating expenses as a percentage of revenues primarily attributable to higher cost of revenues, utilities costs, rent and facilities costs. During the nine months ended September 30, 2014, currency fluctuations resulted in approximately \$9.1 million of net favorable foreign currency impact to our EMEA adjusted EBITDA primarily due to generally weaker U.S. dollar relative to the Euro and British pound during the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013.

**Asia-Pacific Adjusted EBITDA.** The increase in our Asia-Pacific adjusted EBITDA was due to higher revenues as result of our IBX data center expansion activity and organic growth as described above, partially offset by higher adjusted operating expenses as a percentage of revenues primarily attributable to higher cost of revenues, utilities costs, rent and facilities costs. The U.S. dollar was generally stronger relative to the Australian dollar, Japanese yen and Singapore dollar compared to the nine months ended September 30, 2013, resulting in approximately \$4.0 million of net unfavorable foreign currency impact to our Asia-Pacific adjusted EBITDA during the nine months ended September 30, 2014 when compared to average exchange rates of the nine months ended September 30, 2013.

### **Non-GAAP Financial Measures**

We provide all information required in accordance with generally accepted accounting principles in the United States of America (“GAAP”), but we believe that evaluating our ongoing operating results may be difficult if limited to reviewing only GAAP financial measures. Accordingly, we use non-GAAP financial measures to evaluate our operations. Legislative and regulatory requirements encourage the use of and emphasis on GAAP financial metrics and require companies to explain why non-GAAP financial metrics are relevant to management and investors.

#### *Adjusted EBITDA*

We use adjusted EBITDA to evaluate our operations and as a metric in the determination of employees’ annual bonuses and vesting of restricted stock units that have both a service and

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performance condition. In presenting adjusted EBITDA, we exclude certain items that we believe are not good indicators of our current or future operating performance. These items are depreciation, amortization, accretion of asset retirement obligations and accrued restructuring charges, stock-based compensation, restructuring charges, impairment charges and acquisition costs. We exclude these items in order for our lenders, investors, and industry analysts, who review and report on us, to better evaluate our operating performance and cash spending levels relative to our industry sector and competitors.

For example, we exclude depreciation expense as these charges primarily relate to the initial construction costs of our IBX data centers and do not reflect our current or future cash spending levels to support our business. Our IBX data centers are long-lived assets and have an economic life greater than 10 years. The construction costs of our IBX data centers do not recur and future capital expenditures remain minor relative to our initial investment. This is a trend we expect to continue. In addition, depreciation is also based on the estimated useful lives of our IBX data centers. These estimates could vary from actual performance of the asset, are based on historical costs incurred to build out our IBX data centers and are not indicative of current or expected future capital expenditures. Therefore, we exclude depreciation from our operating results when evaluating our operations.

In addition, in presenting the non-GAAP financial measures, we exclude amortization expense related to certain intangible assets, as it represents a cost that may not recur and is not a good indicator of our current or future operating performance. We exclude accretion expense, both as it relates to asset retirement obligations as well as accrued restructuring charge liabilities, as these expenses represent costs which we believe are not meaningful in evaluating our current operations. We exclude stock-based compensation expense as it primarily represents expense attributed to equity awards that have no current or future cash obligations. As such, we, and many investors and analysts, exclude this stock-based compensation expense when assessing the cash generating performance of our operations. We also exclude restructuring charges from our non-GAAP financial measures. The restructuring charges relate to our decisions to exit leases for excess space adjacent to several of our IBX data centers, which we did not intend to build out, or our decision to reverse such restructuring charges. We also exclude impairment charges related to certain long-lived assets. The impairment charges are related to expense recognized whenever events or changes in circumstances indicate that the carrying amount of long-lived assets are not recoverable. Finally, we exclude acquisition costs from our non-GAAP financial measures. The acquisition costs relate to costs we incur in connection with business combinations. Management believes such items as restructuring charges, impairment charges and acquisition costs are non-core transactions; however, these types of costs will or may occur in future periods.

Our management does not itself, nor does it suggest that investors should, consider such non-GAAP financial measures in isolation from, or as a substitute for, financial information prepared in accordance with GAAP. However, we have presented such non-GAAP financial measures to provide investors with an additional tool to evaluate our operating results in a manner that focuses on what management believes to be our core, ongoing business operations. We believe that the inclusion of this non-GAAP financial measure provides consistency and comparability with past reports and provides a better understanding of the overall performance of the business and its ability to perform in subsequent periods. We believe that if we did not provide such non-GAAP financial information, investors would not have all the necessary data to analyze Equinix effectively.

Investors should note, however, that the non-GAAP financial measures used by us may not be the same non-GAAP financial measures, and may not be calculated in the same manner, as those of other companies. In addition, whenever we use non-GAAP financial measures, we provide a reconciliation of the non-GAAP financial measure to the most closely applicable GAAP financial measure. Investors are encouraged to review the related GAAP financial measures and the reconciliation of these non-GAAP financial measures to their most directly comparable GAAP financial measure.

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We define adjusted EBITDA as income or loss from operations plus depreciation, amortization, accretion, stock-based compensation expense, restructuring charges, impairment charges and acquisition costs as presented below (in thousands):

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Income from operations	\$135,131	\$115,193	\$381,440	\$335,943
Depreciation, amortization, and accretion expense	121,349	105,534	351,033	324,326
Stock-based compensation expense	27,662	27,280	86,473	75,310
Restructuring charges	—	—	—	(4,837)
Acquisition costs	(281)	438	580	6,626
Adjusted EBITDA	<u>\$283,861</u>	<u>\$248,445</u>	<u>\$819,526</u>	<u>\$737,368</u>

Our adjusted EBITDA results have improved each year and in each region in total dollars due to the improved operating results discussed earlier in “Results of Operations”, as well as due to the nature of our business model which consists of a recurring revenue stream and a cost structure which has a large base that is fixed in nature as discussed earlier in “Overview”. Although we have also been investing in our future growth as described above (e.g. through additional IBX data center expansions, acquisitions and increased investments in sales and marketing expenses), we believe that our adjusted EBITDA results will continue to improve in future periods as we continue to grow our business.

### Constant Currency Presentation

Our revenues and certain operating expenses (cost of revenues, sales and marketing and general and administrative expenses) from our international operations have represented and will continue to represent a significant portion of our total revenues and certain operating expenses. As a result, our revenues and certain operating expenses have been and will continue to be affected by changes in the U.S. dollar against major international currencies such as the Brazilian real, British pound, Canadian dollar, Euro, Swiss franc, Australian dollar, Hong Kong dollar, Japanese yen, Singapore dollar and United Arab Emirates dirham. In order to provide a framework for assessing how each of our business segments performed excluding the impact of foreign currency fluctuations, we present period-over-period percentage changes in our revenues and certain operating expenses on a constant currency basis in addition to the historical amounts as reported. Presenting constant currency results of operations is a non-GAAP financial measure and is not meant to be considered in isolation or as an alternative to GAAP results of operations. However, we have presented this non-GAAP financial measure to provide investors with an additional tool to evaluate our operating results. To present this information, our current and comparative prior period revenues and certain operating expenses from entities with functional currencies other than the U.S. dollar are converted into U.S. dollars at the exchange rates in effect for the comparable prior period rather than the actual exchange rates in effect during the respective periods (i.e. average rates in effect for the three months ended September 30, 2013 are used as exchange rates for the three months ended September 30, 2014 when comparing the three months ended September 30, 2014 with the three months ended September 30, 2013 and average rates in effect for the nine months ended September 30, 2013 are used as exchange rates for the nine months ended September 30, 2014 when comparing the nine months ended September 30, 2014 with the nine months ended September 30, 2013).

### Liquidity and Capital Resources

As of September 30, 2014, our total indebtedness was comprised of (i) convertible debt principal totaling \$336.7 million from our 3.00% convertible subordinated notes and our 4.75% convertible subordinated notes (gross of discount) and (ii) non-convertible debt and financing obligations totaling \$3.7 billion consisting of (a) \$2.3 billion of principal from our 7.00%, 5.375% and 4.875% senior notes, (b) \$218.4 million of principal from our mortgage and loans payable and (c) \$1.2 billion from our capital lease and other financing obligations.

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We believe we have sufficient cash, coupled with anticipated cash generated from operating activities, to meet our operating requirements, including repayment of the current portion of our debt as it becomes due, payment of tax liabilities related to the decision to convert to a REIT (see below), payment of the cash portion of the Special Distributions and completion of our publicly-announced expansion projects. As of September 30, 2014, we had \$501.1 million of cash, cash equivalents and short-term and long-term investments, of which approximately \$283.9 million was held in the U.S. We believe that our current expansion activities can be funded with our U.S.-based cash and cash equivalents and investments. Our primary source of cash are customer collections, our investment portfolio, additional liquidity available to us from the \$550.0 million revolving credit facility that forms part of our \$750.0 million credit facility, referred to as the U.S. financing, and any further financing activities we may pursue. While we believe we have a strong customer base and have continued to experience relatively strong collections, if the current market conditions were to deteriorate, some of our customers may have difficulty paying us and we may experience increased churn in our customer base, including reductions in their commitments to us, all of which could have a material adverse effect on our liquidity.

As of September 30, 2014, we had 22 irrevocable letters of credit totaling \$36.3 million issued and outstanding under the U.S. revolving credit line; as a result, we had a total of approximately \$513.7 million of additional liquidity available to us under the U.S. revolving credit line. While we believe we have sufficient liquidity and capital resources to meet our current operating requirements, payment of the cash portion of the Special Distributions and to complete our publicly-announced IBX data center expansion plans, we may pursue additional expansion opportunities, primarily the build out of new IBX data centers, in certain of our existing markets which are at or near capacity within the next year, as well as potential acquisitions, and have also announced our planned conversion to a REIT (see below). While we expect to fund these plans with our existing resources, additional financing, either debt or equity, may be required to pursue certain new or unannounced additional plans, including acquisitions. However, if current market conditions were to deteriorate, we may be unable to secure additional financing or any such additional financing may only be available to us on unfavorable terms. An inability to pursue additional expansion opportunities will have a material adverse effect on our ability to maintain our desired level of revenue growth in future periods.

### *Impact of REIT Conversion*

We currently estimate that we will incur approximately \$75.0 to \$85.0 million in costs to support the REIT conversion, of which \$75.5 million has been incurred to date, in addition to related tax liabilities associated with a change in our methods of depreciating and amortizing various data center assets for tax purposes from our prior methods to current methods that are more consistent with the characterization of such assets as real property for REIT purposes. The total recapture of depreciation and amortization expenses across all relevant assets is expected to result in federal and state tax liability of approximately \$360.0 to \$380.0 million, which amount became and is generally payable over a four-year period starting in 2012 even if we abandon the REIT conversion for any reason, including failure to obtain a favorable PLR response. To date, we have settled \$281.1 million of the estimated federal and state tax liability related to the recapture of depreciation and amortization expenses. Prior to the decision to convert to a REIT, our balance sheet reflected our income tax liability as a non-current deferred tax liability. As a result of the decision to convert to a REIT, our non-current tax liability has been and will continue to be gradually and proportionally reclassified from non-current to current over the four-year period, which started in the third quarter of 2012. The current liability reflects the tax liability that relates to additional taxable income expected to be recognized within the twelve-month period from the date of the balance sheet. If the REIT conversion is successful, we also expect to incur approximately \$10.0 million in additional annual compliance costs in future years. We expect to pay between \$160.0 to \$185.0 million in cash taxes during 2014 which includes taxes on our operations and any tax impacts required by our plan to convert to a REIT.

In accordance with tax rules applicable to REIT conversions, in order for Equinix to be eligible to qualify for taxation as a REIT for federal income tax purposes effective for the taxable year commencing January 1, 2015, we must distribute, on or before December 31, 2015, our Pre-2015 Accumulated E&P.

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On October 16, 2014, we announced the declaration by our Board of Directors of the 2014 Special Distribution, payable in either common stock or cash to, and at the election of, our stockholders of record as of the Record Date. Common stockholders can elect to receive payment of the 2014 Special Distribution in the form of stock or cash, with the total cash payment to all stockholders limited to no more than approximately \$83.2 million, or 20% of the total distribution. We expect that the value of the 2014 Special Distribution, plus the expected value of the deemed distribution associated with the 2014 Conversion Rate Adjustment, will exceed our Pre-2015 Accumulated E&P.

In addition, we intend to declare one or more 2015 Special Distributions, which would encompass some extraordinary items of taxable income that we expect to recognize in 2015, such as depreciation recapture in respect of accounting method changes commenced in our pre-REIT period as well as foreign earnings and profits recognized as dividend income. We estimate the aggregate amount of our Special Distributions together with the expected value of the deemed distributions associated with the Conversion Rate Adjustments, will equal approximately \$1.0 to \$1.1 billion, but this estimated range may change due to potential changes in certain factors impacting the calculations, such as the actual financial year 2014 performance of the entities to be included in the REIT structure and the impact of any other transactions we may undertake during 2014. We expect to pay the Special Distributions in a combination of our common stock and cash, with at least 80% of the total Special Distributions in the form of common stock and up to 20% in cash.

### *Sources and Uses of Cash*

	Nine Months Ended September 30,	
	2014	2013
Net cash provided by operating activities	\$ 487,123	\$ 437,902
Net cash provided by (used in) investing activities	184,072	(935,951)
Net cash provided by (used in) financing activities	(572,449)	645,548

*Operating Activities.* The increase in net cash provided by operating activities was primarily due to improved operating results, offset by unfavorable working capital activities such as decreased collections of customer receivables, and increased income tax payments. During the three months ended September 30, 2014, we experienced an increase in days sales outstanding (“DSO”). We have recently centralized responsibilities for billing and collection in the EMEA region. This transition of responsibilities resulted in an increase to our DSO. In addition, the migration of our worldwide financial application suite from Oracle 11i to R12 adversely affected our collections in some customer receivables. We are also implementing a new billing system. The initial implementation of this system was completed in August 2014, but the full implementation of the system is not expected to be complete until 2015 with additional changes being deployed into production during the fourth quarter of 2014. The ongoing changes in the billing system may result in further delays in our billing and collections. We expect our collections to improve over time. We expect we will continue to generate cash from our operating activities during the remainder of 2014 and beyond.

*Investing Activities.* The net cash provided by investing activities for the nine months ended September 30, 2014 was primarily due to \$757.7 million of sales and maturities of investments, partially offset by \$136.5 million of purchases of investments, \$421.7 million of capital expenditures primarily as a result of expansion activity and \$16.8 million for the purchase of a plot of land in Melbourne, Australia. The net cash used in investing activities for the nine months ended September 30, 2013 was primarily due to \$814.4 million of purchases of investments and \$369.6 million of capital expenditures as a result of expansion activity, partially offset by \$316.6 million of sales and maturities of investments. During 2014, we expect that our IBX expansion construction activity will be similar to our 2013 levels. However, if the opportunity to expand is greater than planned and we have sufficient funding to increase the expansion opportunities available to us, we may increase the level of capital expenditures to support this growth as well as pursue additional acquisitions or joint ventures.

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*Financing Activities.* The net cash used in financing activities for the nine months ended September 30, 2014 was primarily due to \$298.0 million of purchases of treasury stock under our share repurchase program that was approved by our Board of Directors in December 2013, approximately \$226.3 million to buy-out Riverwood's interest in ALOG, along with the approximate 10% of ALOG owned by ALOG management, \$29.5 million paid in connection with the exchanges of the 3.00% convertible subordinated notes and 4.75% convertible subordinated notes and \$50.7 million of repayments of other long-term debt and capital lease and other financing obligations, partially offset by \$28.2 million of proceeds from employee equity awards and \$17.5 million of excess tax benefits from stock-based compensation. The net cash provided by financing activities for the nine months ended September 30, 2013 was primarily due to \$1.5 billion of proceeds from the senior notes offering in March 2013, \$27.4 million of excess tax benefits from stock-based compensation and \$28.1 million of proceeds from employee equity awards, partially offset by \$834.7 million for the redemption of the \$750.0 million 8.125% senior notes, \$54.5 million of repayments of various long-term debt and capital lease and other financing obligations and \$22.4 million of debt issuance costs primarily related to the senior notes offering in March 2013. Going forward, we expect that our financing activities will consist primarily of repayment of our debt and additional potential financings, as well as the potential use of the \$513.7 million of additional liquidity available to us from our \$550.0 million revolving credit facility, needed to support expansion opportunities, additional acquisitions or joint ventures, or our conversion to a REIT and the payment of the cash portion of the Special Distributions.

### Contractual Obligations and Off-Balance-Sheet Arrangements

We lease a majority of our IBX data centers and certain equipment under non-cancelable lease agreements expiring through 2053. The following represents our debt maturities, financings, leases and other contractual commitments as of September 30, 2014 (in thousands):

	2014 (3 months)	2015	2016	2017	2018	Thereafter	Total
Convertible debt (1)	\$178,782	—	\$157,880	\$ —	\$ —	\$ —	\$ 336,662
Senior notes (2)	—	—	—	—	—	2,250,000	2,250,000
U.S. term loan (2)	10,000	40,000	40,000	20,000	—	—	110,000
ALOG financings (2)	5,815	15,119	18,607	12,796	6,980	—	59,317
ALOG loans payable (2)	—	2,830	3,051	987	987	304	8,159
Mortgage payable (2)	284	1,168	1,219	1,272	1,327	33,782	39,052
Other loans payable (2)	1,882	—	—	—	—	—	1,882
Interest (3)	163,127	147,207	140,587	134,100	132,682	440,920	1,158,623
Capital lease and other financing obligations (4)	25,014	113,302	121,268	123,450	128,430	1,487,333	1,998,797
Operating leases (5)	26,875	89,166	87,064	82,714	79,456	604,692	969,967
Other contractual commitments (6)	268,089	71,155	52,761	50,830	9,377	15,012	467,224
Asset retirement obligations (7)	1,185	1,487	535	8,772	3,265	48,447	63,691
ALOG acquisition contingent consideration (8)	303	2,182	3,867	—	—	—	6,352
	<u>\$681,356</u>	<u>\$483,616</u>	<u>\$626,839</u>	<u>\$434,921</u>	<u>\$362,504</u>	<u>\$4,880,490</u>	<u>\$7,469,726</u>

- (1) Represents principal only. As of September 30, 2014, had the holders of the 3.00% convertible subordinated notes due 2014 converted their notes, the 3.00% convertible subordinated notes would have been convertible into approximately 1.6 million shares of our common stock, which would have a total value of \$339.1 million based on the closing price of our common stock on September 30, 2014. As of September 30, 2014, had the remaining holders of the 4.75% convertible subordinated notes due 2016 converted their notes, the 4.75% convertible subordinated notes would have been convertible into approximately 1.9 million shares of our common stock, which would have a total value of \$397.9 million based on the closing price of our common stock on September 30, 2014.
- (2) Represents principal only.
- (3) Represents interest on convertible debt, senior notes, U.S. term loan, ALOG financings, ALOG loans payable, mortgage payable and other loans payable based on their approximate interest rates as of September 30, 2014.
- (4) Excludes any subrental income.
- (5) Represents minimum operating lease payments, excluding potential lease renewals.
- (6) Represents off-balance sheet arrangements. Other contractual commitments are described below.
- (7) Represents liability, net of future accretion expense.
- (8) Represents ALOG acquisition contingent consideration, subject to reduction for any post-closing balance sheet adjustments and any claims for indemnification. As of September 30, 2014, we accrued approximately \$1,551 of ALOG acquisition contingent consideration.

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In connection with certain of our leases and other contracts requiring deposits, we entered into 22 irrevocable letters of credit totaling \$36.3 million under the senior revolving credit line. These letters of credit were provided in lieu of cash deposits under the senior revolving credit line. If the landlords for these IBX leases decide to draw down on these letters of credit triggered by an event of default under the lease, we will be required to fund these letters of credit either through cash collateral or borrowing under the senior revolving credit line. These contingent commitments are not reflected in the table above.

We had accrued liabilities related to uncertain tax positions totaling approximately \$24.7 million as of September 30, 2014. These liabilities, which are reflected on our balance sheet, are not reflected in the table above since it is unclear when these liabilities will be paid.

Primarily as a result of our various IBX data center expansion projects, as of September 30, 2014, we were contractually committed for \$187.7 million of unaccrued capital expenditures, primarily for IBX equipment not yet delivered and labor not yet provided in connection with the work necessary to complete construction and open these IBX data centers prior to making them available to customers for installation. This amount, which is expected to be paid during the remainder of 2014 and thereafter, is reflected in the table above as “other contractual commitments.”

We had other non-capital purchase commitments in place as of September 30, 2014, such as commitments to purchase power in select locations and other open purchase orders, which contractually bind us for goods or services to be delivered or provided during 2014 and beyond. Such other purchase commitments as of September 30, 2014, which total \$279.6 million, are also reflected in the table above as “other contractual commitments.”

In addition, although we are not contractually obligated to do so, we expect to incur additional capital expenditures of approximately \$50.0 million to \$80.0 million, in addition to the \$187.7 million in contractual commitments discussed above as of September 30, 2014, in our various IBX data center expansion projects during 2014 and thereafter in order to complete the work needed to open these IBX data centers. These non-contractual capital expenditures are not reflected in the table above. If we so choose, whether due to economic factors or other considerations, we could delay these non-contractual capital expenditure commitments to preserve liquidity.

### **Critical Accounting Policies and Estimates**

Equinix’s financial statements and accompanying notes are prepared in accordance with generally accepted accounting principles in the United States of America. Preparing financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the 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. These estimates and assumptions are affected by management’s application of accounting policies. On an ongoing basis, management evaluates its estimates and judgments. Critical accounting policies for Equinix that affect our more significant judgment and estimates used in the preparation of our condensed consolidated financial statements include accounting for income taxes, accounting for business combinations, accounting for impairment of goodwill and accounting for property, plant and equipment, which are discussed in more detail under the caption “Critical Accounting Policies and Estimates” in Management’s Discussion and Analysis of Financial Condition and Results of Operations, set forth in Part II Item 7, of our Annual Report on Form 10-K for the year ended December 31, 2013.

### **Recent Accounting Pronouncements**

See Note 1 of Notes to Condensed Consolidated Financial Statements in Item 1 of this Quarterly Report on Form 10-Q.

**Item 3. Quantitative and Qualitative Disclosures about Market Risk**

While there have been no significant changes in our market risk, investment portfolio risk, interest rate risk, foreign currency risk and commodity price risk exposures and procedures during the nine months ended September 30, 2014 as compared to the respective risk exposures and procedures disclosed in Quantitative and Qualitative Disclosures About Market Risk, set forth in Part II Item 7A, of our Annual Report on Form 10-K for the year ended December 31, 2013, the U.S. dollar weakened relative to certain of the currencies of the foreign countries in which we operate during the nine months ended September 30, 2014. This has significantly impacted our consolidated financial position and results of operations during this period, including the amount of revenue that we reported. Continued strengthening or weakening of the U.S. dollar will continue to have a significant impact to us in future periods.

**Item 4. Controls and Procedures**

(a) *Evaluation of Disclosure Controls and Procedures.* Our Chief Executive Officer and our Chief Financial Officer, after evaluating the effectiveness of our “disclosure controls and procedures” (as defined in the Securities Exchange Act of 1934 (the “Exchange Act”) Rules 13a-15(e) or 15d-15(e)) as of the end of the period covered by this quarterly report, have concluded that our disclosure controls and procedures are effective based on their evaluation of these controls and procedures required by paragraph (b) of Exchange Act Rules 13a-15 or 15d-15.

(b) *Changes in Internal Control over Financial Reporting.* During the quarter ended September 30, 2014, we concluded the implementation of our ERP system and certain systems to support our billing and revenue process. This upgrade of our information system capabilities resulted in changes to our processes and procedures affecting our internal control over financial reporting. Other than as described above, there have not been any changes in our internal control over financial reporting during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

(c) *Limitations on the Effectiveness of Controls.* Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed and operated to be effective at the reasonable assurance level. However, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost effective control system, misstatements due to error or fraud may occur and not be detected.

**PART II - OTHER INFORMATION**

**Item 1. Legal Proceedings**

None

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**Item 1A. Risk Factors**

In addition to the other information contained in this report, the following risk factors should be considered carefully in evaluating our business and us:

**Risks Related to REIT Conversion**

**Although we have chosen to pursue conversion to a REIT, we may not be successful in converting to a REIT effective January 1, 2015, or at all.**

In September 2012, our Board of Directors approved a plan for us to convert to a REIT. There are significant implementation and operational complexities to address before we can timely convert to a REIT, including obtaining a favorable PLR from the IRS, completing internal reorganizations, modifying accounting, information technology and real estate systems, and making required stockholder payouts, though the payment of our 2014 Special Distribution is intended to satisfy this condition. Even if we are able to satisfy the existing REIT requirements or any future REIT requirements, the tax laws, regulations and interpretations governing REITs may change at any time in ways that could be disadvantageous to us.

Additionally, several conditions must be met in order to complete the conversion to a REIT, and the timing and outcome of many of these conditions are beyond our control. For example, we cannot provide assurance that the IRS will ultimately provide us with a favorable PLR or that any favorable PLR will be received in a timely manner for us to convert successfully to a REIT as of January 1, 2015. Even if the transactions necessary to implement REIT conversion are effected, our Board of Directors may decide not to elect REIT status, or to delay such election, if it determines in its sole discretion that it is not in the best interests of us or our stockholders. We can provide no assurance if or when conversion to a REIT will be successful. Furthermore, the effective date of the REIT conversion could be delayed beyond January 1, 2015, in which event we could not elect REIT status until the taxable year beginning January 1, 2016, at the earliest. Failure to timely convert to a REIT or maintain REIT status could result in dissatisfaction in our stockholder base.

**We may not realize the anticipated benefits to stockholders, including the achievement of significant tax savings for us and regular distributions to our stockholders.**

Even if we convert to a REIT and elect REIT status, we cannot provide assurance that our stockholders will experience benefits attributable to our qualification and taxation as a REIT, including our ability to reduce our corporate level U.S. federal income tax through distributions to stockholders and to make regular distributions to stockholders. The realization of the anticipated benefits to stockholders will depend on numerous factors, many of which are outside our control. In addition, future cash distributions to stockholders will depend on our cash flows, as well as the impact of alternative, more attractive investments as compared to dividends.

**We may not qualify or remain qualified as a REIT.**

Although we plan to operate in a manner consistent with the REIT qualification rules subsequent to our planned REIT conversion, we cannot provide assurance that we will, in fact, qualify as a REIT or remain so qualified. REIT qualification involves the application of highly technical and complex provisions of the Code to our operations as well as various factual determinations concerning matters and circumstances not entirely within our control. There are limited judicial or administrative interpretations of these provisions.

If we fail to qualify as a REIT, we still will have incurred substantial costs to support our REIT conversion and may still be subject to federal and state tax liability of approximately \$360.0 to \$380.0 million resulting from the recapture of depreciation and amortization expenses. If we fail to qualify as a

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REIT in any taxable year after the REIT conversion, we will be subject to U.S. federal income tax, including any applicable alternative minimum tax, on our taxable income at regular corporate rates with respect to each such taxable year for which the statute of limitations remains open. In addition, we will be subject to monetary penalties for the failure. This treatment would significantly reduce our net earnings and cash flow because of our additional tax liability and the penalties for the years involved, which could significantly impact our financial condition.

### **Legislative or other actions affecting REITs could have a negative effect on us or our stockholders.**

At any time, the federal income tax laws governing REITs or the administrative interpretations of those laws may be amended. Federal and state tax laws are constantly under review by persons involved in the legislative process, the IRS, the U.S. Department of the Treasury and state taxing authorities. Changes to the tax laws, regulations and administrative interpretations, which may have retroactive application, could adversely affect us. In addition, some of these changes could have a more significant impact on us as compared to other REITs due to the nature of our business and our substantial use of TRSs. We cannot predict with certainty whether, when, in what forms, or with what effective dates, the tax laws, regulations and administrative interpretations applicable to us may be changed.

### **Complying with REIT requirements may limit our flexibility or cause us to forego otherwise attractive opportunities.**

To qualify as a REIT for U.S. federal income tax purposes, we must continually satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets and the amounts we distribute to our stockholders. For example, under the Code, no more than 25% of the value of the assets of a REIT may be represented by securities of our TRS and other nonqualifying assets. This limitation may affect our ability to make large investments in other non-REIT qualifying operations or assets. In addition, in order to maintain qualification as a REIT, annually we will be required to distribute at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gains. Even if we maintain our qualification as a REIT, we will be subject to U.S. federal income tax at regular corporate rates for our undistributed REIT taxable income, as well as U.S. federal income tax at regular corporate rates for income recognized by our TRS. Because of these distribution requirements, we will likely not be able to fund future capital needs and investments from operating cash flow. As such, compliance with REIT tests may hinder our ability to make certain attractive investments, including the purchase of significant nonqualifying assets and the material expansion of non-real estate activities.

### **There are uncertainties relating to our estimate of the sum of our Special Distributions and the expected value of the deemed distributions associated with the Conversion Rate Adjustments, as well as the timing of the Special Distributions and the percentage of common stock and cash we may distribute.**

We have provided an estimated range of the sum of the Special Distributions and the expected value of the deemed distributions associated with the Conversion Rate Adjustments. The Special Distributions will encompass our previously undistributed accumulated earnings and profits attributable to all taxable periods ending on or prior to January 1, 2015, as well as some extraordinary items of taxable income that we expect to recognize in 2015, such as depreciation recapture in respect of our accounting method changes commenced in our pre-REIT period as well as foreign earnings and profits that we repatriate as dividend income. The aggregate amount of the 2014 Special Distribution is partially based on our estimated and projected taxable income for our 2014 taxable year and our current business plans and performance, but our actual 2014 earnings and profits (and thus the actual Pre-2015 Accumulated E&P) will vary depending on, among other items, the timing of certain transactions, our actual taxable income and performance for 2014 and possible changes in legislation or tax rules and IRS revenue procedures relating to distributions of earnings and profits. In addition, with respect to the 2015 Special Distributions, our estimate of extraordinary items of taxable income in 2015 may be incorrect. For these reasons and

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others, our actual Special Distributions and, consequently, the estimated range of the sum of the Special Distributions together with the expected value of the deemed distributions associated with the Conversion Rate Adjustments, may be materially different from our current estimates.

We provided the 2014 Special Distribution in the fourth quarter of 2014 and intend to declare one or more 2015 Special Distributions in 2015, but the timing of any 2015 Special Distributions, which may or may not occur, may be affected by potential tax law changes, the completion of various phases of the REIT conversion process and other factors beyond our control.

We anticipate paying up to 20% of the Special Distributions in the form of cash and at least 80% in the form of common stock. We may in fact decide, based on our cash flows and strategic plans, IRS revenue procedures relating to distributions of earnings and profits, leverage and other factors, to pay these amounts in a different mix of cash and common stock.

We provided the 2014 Special Distribution in the fourth quarter of 2014 and intend to declare one or more 2015 Special Distributions in 2015, but the timing of any 2015 Special Distributions, which may or may not occur, may be affected by potential tax law changes, the completion of various phases of the REIT conversion process and other factors beyond our control.

We anticipate paying up to 20% of the Special Distributions in the form of cash and at least 80% in the form of common stock. We may in fact decide, based on our cash flows and strategic plans, IRS revenue procedures relating to distributions of earnings and profits, leverage and other factors, to pay these amounts in a different mix of cash and common stock.

### **We may restructure or issue debt or raise equity to satisfy any 2015 Special Distributions, or future special distributions, and other conversion costs.**

Depending on the ultimate size and timing of any 2015 Special Distributions and the cash outlays associated with our conversion to a REIT, or the size and timing of future special distributions, we may restructure or issue debt and/or issue equity to fund these disbursements, even if the then-prevailing market conditions are not favorable for these transactions. Whether we issue debt or equity, at what price and amount and other terms of any such issuances will depend on many factors, including alternative sources of capital, our then existing leverage, our need for additional capital, market conditions and other factors beyond our control. If we raise additional funds through the issuance of equity securities or debt convertible into equity securities, the percentage of stock ownership by our existing stockholders may be reduced. In addition, new equity securities or convertible debt securities could have rights, preferences, and privileges senior to those of our current stockholders, which could substantially decrease the value of our securities owned by them. Depending on the share price we are able to obtain, we may have to sell a significant number of shares in order to raise the capital we deem necessary to execute our long-term strategy, and our stockholders may experience dilution in the value of their shares as a result. Furthermore, satisfying any 2015 Special Distributions and other conversion costs, or any future special distributions, may increase the financing we need to fund capital expenditures, future growth and expansion initiatives. As a result, our indebtedness could increase. See “Other Risks” for further information regarding our substantial indebtedness.

### **There are uncertainties relating to the costs associated with implementing the REIT conversion.**

We have provided an estimated range of our tax and other costs to convert to a REIT, including estimated tax liabilities associated with a change in our methods of depreciating and amortizing various assets and annual compliance costs. Our estimate of these taxes and other costs, however, may not be accurate, and such costs may actually be higher than our estimates due to unanticipated outcomes in the process of obtaining a PLR, changes in our business support functions and support costs, the unsuccessful execution of internal planning, including restructurings and cost reduction initiatives, or other factors.

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**Restrictive loan covenants could prevent us from satisfying REIT distribution requirements.**

If we are successful in converting to a REIT, restrictions in our credit facility and our indentures may prevent us from satisfying our REIT distribution requirements, and we could fail to qualify for taxation as a REIT. If these limits do not jeopardize our qualification for taxation as a REIT but nevertheless prevent us from distributing 100% of our REIT taxable income, we would be subject to federal corporate income tax, and potentially a nondeductible excise tax, on the retained amounts. See “Other Risks” for further information on our restrictive loan covenants.

**We have no experience operating as a REIT, which may adversely affect our business, financial condition or results of operations if we successfully convert to a REIT.**

We have no experience operating as a REIT, and our senior management has no experience operating a REIT. Our pre-REIT operating experience may not be sufficient to prepare us to operate successfully as a REIT. Our inability to operate successfully as a REIT, including the failure to maintain REIT status, could adversely affect our business, financial condition or results of operations.

**Our certificate of incorporation contains restrictions on the ownership and transfer of our stock, though they may not be successful in preserving our planned REIT status.**

In order for us to qualify as a REIT, no more than 50% of the value of outstanding shares of our stock may be owned, beneficially or constructively, by five or fewer individuals at any time during the last half of each taxable year other than the first year for which we elect to be taxed as a REIT. In addition, rents from “affiliated tenants” will not qualify as qualifying REIT income if we own 10% or more by vote or value of the customer, whether directly or after application of attribution rules under the Code. Subject to certain exceptions, our certificate of incorporation prohibits any stockholder from owning beneficially or constructively more than (i) 9.8% in value of the outstanding shares of all classes or series of our capital stock or (ii) 9.8% in value or number, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock. We refer to these restrictions collectively as the “ownership limits” and we included them in our certificate of incorporation to facilitate our compliance with REIT tax rules, should we become a REIT. The constructive ownership rules under the Code are complex and may cause the outstanding stock owned by a group of related individuals or entities to be deemed to be constructively owned by one individual or entity. As a result, the acquisition of less than 9.8% of our outstanding common stock (or the outstanding shares of any class or series of our stock) by an individual or entity could cause that individual or entity or another individual or entity to own constructively in excess of the relevant ownership limits. Any attempt to own or transfer shares of our common stock or of any of our other capital stock in violation of these restrictions may result in the shares being automatically transferred to a charitable trust or may be void. Even though our certificate of incorporation contains the ownership limits, there can be no assurance that these provisions will be effective to prevent our REIT status from being jeopardized, if we do become a REIT, including under the affiliated tenant rule. Furthermore, there can be no assurance that we will be able to monitor and enforce the ownership limits. If the restrictions in our certificate of incorporation are not effective and as a result we fail to satisfy the REIT tax rules described above, then absent an applicable relief provision, we will fail to qualify as a REIT.

**Other Risks**

**Acquisitions present many risks, and we may not realize the financial or strategic goals that were contemplated at the time of any transaction.**

Over the last several years, we have completed several acquisitions, including that of Switch & Data Facilities Company, Inc. (“Switch and Data”) in 2010, an approximate 53% controlling equity interest in ALOG in 2011 and the remaining outstanding shares of ALOG in July 2014, Asia Tone Limited and ancotel GmbH in 2012, an acquisition of a Dubai IBX data center in 2012 and the Frankfurt Kleyer 90

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Hotel acquisition in 2013. We may make additional acquisitions in the future, which may include (i) acquisitions of businesses, products, services or technologies that we believe to be complementary, (ii) acquisitions of new IBX data centers or real estate for development of new IBX data centers or (iii) acquisitions through investments in local data center operators. We may pay for future acquisitions by using our existing cash resources (which may limit other potential uses of our cash), incurring additional debt (which may increase our interest expense, leverage and debt service requirements) and/or issuing shares (which may dilute our existing stockholders and have a negative effect on our earnings per share). Acquisitions expose us to potential risks, including:

- the possible disruption of our ongoing business and diversion of management’s attention by acquisition, transition and integration activities;
- our potential inability to successfully pursue or realize some or all of the anticipated revenue opportunities associated with an acquisition or investment;
- the possibility that we may not be able to successfully integrate acquired businesses, or businesses in which we invest, or achieve anticipated operating efficiencies or cost savings;
- the possibility that announced acquisitions may not be completed, due to failure to satisfy the conditions to closing or for other reasons;
- the dilution of our existing stockholders as a result of our issuing stock in transactions, such as our acquisition of Switch and Data, where 80% of the consideration payable to Switch and Data’s stockholders consisted of shares of our common stock;
- the possibility of customer dissatisfaction if we are unable to achieve levels of quality and stability on par with past practices;
- the possibility that our customers may not accept either the existing equipment infrastructure or the “look-and-feel” of a new or different IBX data center;
- the possibility that additional capital expenditures may be required or that transaction expenses associated with acquisitions may be higher than anticipated;
- the possibility that required financing to fund an acquisition may not be available on acceptable terms or at all;
- the possibility that we may be unable to obtain required approvals from governmental authorities under antitrust and competition laws on a timely basis or at all, which could, among other things, delay or prevent us from completing an acquisition, limit our ability to realize the expected financial or strategic benefits of an acquisition or have other adverse effects on our current business and operations;
- the possible loss or reduction in value of acquired businesses;
- the possibility that future acquisitions may present new complexities in deal structure, related complex accounting and coordination with new partners, particularly in light of our planned status as a REIT;
- the possibility that future acquisitions may be in geographies and regulatory environments, to which we are unaccustomed;
- the possibility that carriers may find it cost-prohibitive or impractical to bring fiber and networks into a new IBX data center;

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- the possibility of litigation or other claims in connection with, or as a result of, an acquisition, including claims from terminated employees, customers, former stockholders or other third parties; and
- the possibility of pre-existing undisclosed liabilities, including, but not limited to, lease or landlord related liability, environmental liability or asbestos liability, for which insurance coverage may be insufficient or unavailable.

The occurrence of any of these risks could have a material adverse effect on our business, results of operations, financial condition or cash flows.

We cannot assure that the price of any future acquisitions of IBX data centers will be similar to prior IBX data center acquisitions. In fact, we expect costs required to build or render new IBX data centers operational to increase in the future. If our revenue does not keep pace with these potential acquisition and expansion costs, we may not be able to maintain our current or expected margins as we absorb these additional expenses. There is no assurance we would successfully overcome these risks or any other problems encountered with these acquisitions.

### **Our substantial debt could adversely affect our cash flows and limit our flexibility to raise additional capital.**

We have a significant amount of debt and may need to incur additional debt to support our growth. Additional debt may also be incurred to fund future acquisitions, any future special distributions or the other cash outlays associated with conversion to a REIT. As of September 30, 2014, our total indebtedness was approximately \$4.0 billion, our stockholders' equity was \$2.6 billion and our cash and investments totaled \$501.1 million. In addition, as of September 30, 2014, we had approximately \$513.7 million of additional liquidity available to us from our \$550.0 million revolving credit facility as part of a \$750.0 million credit facility agreement entered into with a group of lenders in the U.S. Some of our debt contains covenants which may limit our operating flexibility. In addition to our substantial debt, we lease a majority of our IBX data centers and certain equipment under non-cancellable lease agreements, the majority of which are accounted for as operating leases. As of September 30, 2014, our total minimum operating lease commitments under those lease agreements, excluding potential lease renewals, was approximately \$970.0 million, which represents off-balance sheet commitments.

Our substantial amount of debt and related covenants, and our off-balance sheet commitments, could have important consequences. For example, they could:

- require us to dedicate a substantial portion of our cash flow from operations to make interest and principal payments on our debt and in respect of other off-balance sheet arrangements, reducing the availability of our cash flow to fund future capital expenditures, working capital, execution of our expansion strategy and other general corporate requirements;
- make it more difficult for us to satisfy our obligations under our various debt instruments;
- increase our vulnerability to general adverse economic and industry conditions and adverse changes in governmental regulations;
- limit our flexibility in planning for, or reacting to, changes in our business and industry, which may place us at a competitive disadvantage compared with our competitors;
- limit our operating flexibility through covenants with which we must comply, such as limiting our ability to repurchase shares of our common stock;
- limit our ability to borrow additional funds, even when necessary to maintain adequate liquidity, which would also limit our ability to further expand our business; and
- make us more vulnerable to increases in interest rates because of the variable interest rates on some of our borrowings to the extent we have not entirely hedged such variable rate debt.

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The occurrence of any of the foregoing factors could have a material adverse effect on our business, results of operations and financial condition. In addition, the performance of our stock price may trigger events that would require the write-off of a significant portion of our debt issuance costs related to our convertible debt, which may have a material adverse effect on our results of operations.

We may also need to refinance a portion of our outstanding debt as it matures. There is a risk that we may not be able to refinance existing debt or that the terms of any refinancing may not be as favorable as the terms of our existing debt. Furthermore, if prevailing interest rates or other factors at the time of refinancing result in higher interest rates upon refinancing, then the interest expense relating to that refinanced indebtedness would increase. These risks could materially adversely affect our financial condition, cash flows and results of operations.

### **Global economic uncertainty and debt issues could adversely impact our business and financial condition.**

The varying pace of global economic recovery continues to create uncertainty and unpredictability and add risk to our future outlook. An uncertain global economy could also result in churn in our customer base, reductions in revenues from our offerings, longer sales cycles, slower adoption of new technologies and increased price competition, adversely affecting our liquidity. The uncertain economic environment could also have an impact on our foreign exchange forward contracts if our counterparties' credit deteriorates or they are otherwise unable to perform their obligations. Finally, our ability to access the capital markets may be severely restricted at a time when we would like, or need, to do so which could have an impact on our flexibility to pursue additional expansion opportunities and maintain our desired level of revenue growth in the future.

### **The market price of our stock may continue to be highly volatile, and the value of an investment in our common stock may decline.**

Since January 1, 2013, the closing sale price of our common stock on the NASDAQ Global Select Market has ranged from \$155.18 to \$229.67 per share. The market price of the shares of our common stock has been and may continue to be highly volatile. General economic and market conditions, and market conditions for telecommunications stocks in general, may affect the market price of our common stock.

Announcements by us or others, or speculations about our future plans, may also have a significant impact on the market price of our common stock. These may relate to:

- our operating results or forecasts;
- new issuances of equity, debt or convertible debt by us;
- changes to our capital allocation, tax planning or business strategy;
- our planned conversion to a REIT and our declaration of distributions to our shareholders;
- a stock repurchase program;
- developments in our relationships with corporate customers;
- announcements by our customers or competitors;
- changes in regulatory policy or interpretation;
- governmental investigations;

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- changes in the ratings of our debt or stock by rating agencies or securities analysts;
- our purchase or development of real estate and/or additional IBX data centers;
- our acquisitions of complementary businesses; or
- the operational performance of our IBX data centers.

The stock market has from time to time experienced extreme price and volume fluctuations, which have particularly affected the market prices for telecommunications companies, and which have often been unrelated to their operating performance. These broad market fluctuations may adversely affect the market price of our common stock. In addition, if we are unsuccessful in our planned conversion to a REIT, the market price of our common stock may decrease, and the decrease may be material. Furthermore, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and/or damages, and divert management's attention from other business concerns, which could seriously harm our business.

**If we are not able to generate sufficient operating cash flows or obtain external financing, our ability to fund incremental expansion plans may be limited.**

Our capital expenditures, together with ongoing operating expenses, obligations to service our debt and the cash outlays associated with our REIT conversion, will be a substantial drain on our cash flow and may decrease our cash balances. Additional debt or equity financing may not be available when needed or, if available, may not be available on satisfactory terms. Our inability to obtain additional debt and/or equity financing or to generate sufficient cash from operations may require us to prioritize projects or curtail capital expenditures which could adversely affect our results of operations.

**Fluctuations in foreign currency exchange rates in the markets in which we operate internationally could harm our results of operations.**

We may experience gains and losses resulting from fluctuations in foreign currency exchange rates. To date, the majority of our revenues and costs are denominated in U.S. dollars; however, the majority of revenues and costs in our international operations are denominated in foreign currencies. Where our prices are denominated in U.S. dollars, our sales and revenues could be adversely affected by declines in foreign currencies relative to the U.S. dollar, thereby making our offerings more expensive in local currencies. We are also exposed to risks resulting from fluctuations in foreign currency exchange rates in connection with our international expansions. To the extent we are paying contractors in foreign currencies, our expansions could cost more than anticipated as a result of declines in the U.S. dollar relative to foreign currencies. In addition, fluctuating foreign currency exchange rates have a direct impact on how our international results of operations translate into U.S. dollars.

Although we currently undertake, and may decide in the future to further undertake, foreign exchange hedging transactions to reduce foreign currency transaction exposure, we do not currently intend to eliminate all foreign currency transaction exposure. In addition, REIT compliance rules may restrict our ability to enter into hedging transactions that would be outstanding when we are a REIT. Therefore, any weakness of the U.S. dollar may have a positive impact on our consolidated results of operations because the currencies in the foreign countries in which we operate may translate into more U.S. dollars. However, if the U.S. dollar strengthens relative to the currencies of the foreign countries in which we operate, our consolidated financial position and results of operations may be negatively impacted as amounts in foreign currencies will generally translate into fewer U.S. dollars. For additional information on foreign currency risk, refer to our discussion of foreign currency risk in "Quantitative and Qualitative Disclosures About Market Risk" included in Item 3 of this Quarterly Report on Form 10-Q.

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### **Changes in U.S. or foreign tax laws, regulations, or interpretations thereof, including changes to tax rates, may adversely affect our financial statements and cash taxes.**

We are a U.S. company with global subsidiaries and are subject to income taxes in the U.S. and many foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. Although we believe that we have adequately assessed and accounted for our potential tax liabilities, and that our tax estimates are reasonable, there can be no certainty that additional taxes will not be due upon audit of our tax returns or as a result of changes to the tax laws and interpretations thereof. The U.S. Congress as well as the governments of many of the countries in which we operate are actively discussing changes to the corporate recognition and taxation of worldwide income. The nature and timing of any changes to each jurisdiction's tax laws and the impact on our future tax liabilities cannot be predicted with any accuracy but could materially and adversely impact our results of operations and financial position including cash flows.

### **We are continuing to invest in our expansion efforts but may not have sufficient customer demand in the future to realize expected returns on these investments.**

We are considering the acquisition or lease of additional properties and the construction of new IBX data centers beyond those expansion projects already announced. We will be required to commit substantial operational and financial resources to these IBX data centers, generally 12 to 18 months in advance of securing customer contracts, and we may not have sufficient customer demand in those markets to support these centers once they are built. In addition, unanticipated technological changes could affect customer requirements for data centers, and we may not have built such requirements into our new IBX data centers. Either of these contingencies, if they were to occur, could make it difficult for us to realize expected or reasonable returns on these investments.

### **Our offerings have a long sales cycle that may harm our revenues and operating results.**

A customer's decision to purchase our offerings typically involves a significant commitment of resources. In addition, some customers will be reluctant to commit to locating in our IBX data centers until they are confident that the IBX data center has adequate carrier connections. As a result, we have a long sales cycle. Furthermore, we may devote significant time and resources in pursuing a particular sale or customer that does not result in revenue. We have also significantly expanded our sales force in the past year, and it will take time for these new hires to become fully productive.

Delays due to the length of our sales cycle may materially and adversely affect our revenues and operating results, which could harm our ability to meet our forecasts and cause volatility in our stock price.

### **Any failure of our physical infrastructure or offerings could lead to significant costs and disruptions that could reduce our revenue and harm our business reputation and financial results.**

Our business depends on providing customers with highly reliable solutions. We must safehouse our customers' infrastructure and equipment located in our IBX data centers. We own certain of our IBX data centers, but others are leased by us, and we rely on the landlord for basic maintenance of our leased IBX data centers. If such landlord has not maintained a leased property sufficiently, we may be forced into an early exit from the center which could be disruptive to our business. Furthermore, we continue to acquire IBX data centers not built by us. If we discover that these IBX data centers and their infrastructure assets are not in the condition we expected when they were acquired, we may be required to incur substantial additional costs to repair or upgrade the centers.

The offerings we provide in each of our IBX data centers are subject to failure resulting from numerous factors, including:

- human error;
- equipment failure;
- physical, electronic and cybersecurity breaches;
- fire, earthquake, hurricane, flood, tomado and other natural disasters;

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- extreme temperatures;
- water damage;
- fiber cuts;
- power loss;
- terrorist acts;
- sabotage and vandalism; and
- failure of business partners who provide our resale products.

Problems at one or more of our IBX data centers, whether or not within our control, could result in service interruptions or significant equipment damage. We have service level commitment obligations to certain of our customers, including our significant customers. As a result, service interruptions or significant equipment damage in our IBX data centers could result in difficulty maintaining service level commitments to these customers and potential claims related to such failures. Because our IBX data centers are critical to many of our customers' businesses, service interruptions or significant equipment damage in our IBX data centers could also result in lost profits or other indirect or consequential damages to our customers. We cannot guarantee that a court would enforce any contractual limitations on our liability in the event that one of our customers brings a lawsuit against us as a result of a problem at one of our IBX data centers. In addition, any loss of service, equipment damage or inability to meet our service level commitment obligations could reduce the confidence of our customers and could consequently impair our ability to obtain and retain customers, which would adversely affect both our ability to generate revenues and our operating results.

Furthermore, we are dependent upon Internet service providers, telecommunications carriers and other website operators in the Americas, Asia-Pacific and EMEA regions and elsewhere, some of which have experienced significant system failures and electrical outages in the past. Our customers may in the future experience difficulties due to system failures unrelated to our systems and offerings. If, for any reason, these providers fail to provide the required services, our business, financial condition and results of operations could be materially and adversely impacted.

**We are currently making significant investments in our back office information technology systems, including those surrounding the customer experience from initial quote to customer billing, and upgrading our worldwide financial application suite. Difficulties, distractions or disruptions to these efforts may interrupt our normal operations and adversely affect our business and operating results.**

Commencing in 2012, we began a significant project to overhaul our back office systems that support the customer experience from initial quote to customer billing. Additionally, commencing in 2013, we began to devote significant resources to the upgrade of our worldwide financial application suite from Oracle's version 11i to R12. Both projects have continued into 2014. Oracle has already begun to discontinue its support for our current business application suite. While the Oracle financial application suite upgrade was largely completed in July 2014, substantial work continues on our back office systems. As a result of that discontinued support and our continued work on these projects, we may experience difficulties with our systems, management distraction and significant business disruptions. Difficulties with our systems may interrupt our ability to accept and deliver customer orders and may adversely impact our overall financial operations, including our accounts payable, accounts receivables, general ledger, close processes, internal financial controls and our ability to otherwise run and track our business. We may need to expend significant attention, time and resources to correct problems or find alternative sources for performing these functions. All of these changes to our financial systems create an increased risk of deficiencies in our internal controls over financial reporting until such systems are stabilized. Such significant investments in our back office systems may take longer to complete and cost more than originally planned. In addition, we may not realize the full benefits we hoped to achieve and there is a risk

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of an impairment charge if we decide that portions of these projects will not ultimately benefit the company or are de-scoped. Any such difficulty or disruption may adversely affect our business and operating results.

### **The insurance coverage that we purchase may prove to be inadequate.**

We carry liability, property, business interruption and other insurance policies to cover insurable risks to our company. We select the types of insurance, the limits and the deductibles based on our specific risk profile, the cost of the insurance coverage versus its perceived benefit and general industry standards. Our insurance policies contain industry standard exclusions for events such as war and nuclear reaction. We purchase minimal levels of earthquake insurance for certain of our IBX data centers, but for most of our data centers, including many in California, we have elected to self-insure. The earthquake and flood insurance that we do purchase would be subject to high deductibles and any of the limits of insurance that we purchase could prove to be inadequate, which could materially and adversely impact our business, financial condition and results of operations.

### **Our construction of additional new IBX data centers or IBX data center expansions could involve significant risks to our business.**

In order to sustain our growth in certain of our existing and new markets, we must expand an existing data center, lease a new facility or acquire suitable land, with or without structures, to build new IBX data centers from the ground up. Expansions or new builds are currently underway, or being contemplated, in many of our markets. Any related construction requires us to carefully select and rely on the experience of one or more designers, general contractors, and associated subcontractors during the design and construction process. Should a designer, general contractor, or significant subcontractor experience financial or other problems during the design or construction process, we could experience significant delays, increased costs to complete the project and/or other negative impacts to our expected returns.

Site selection is also a critical factor in our expansion plans. There may not be suitable properties available in our markets with the necessary combination of high power capacity and fiber connectivity, or selection may be limited. Thus, while we may prefer to locate new IBX data centers adjacent to our existing locations it may not always be possible. In the event we decide to build new IBX data centers separate from our existing IBX data centers, we may provide interconnection solutions to connect these two centers. Should these solutions not provide the necessary reliability to sustain connection, this could result in lower interconnection revenue and lower margins and could have a negative impact on customer retention over time.

### **Environmental regulations may impose upon us new or unexpected costs.**

We are subject to various federal, state, local and international environmental and health and safety laws and regulations, including those relating to the generation, storage, handling and disposal of hazardous substances and wastes. Certain of these laws and regulations also impose joint and several liability, without regard to fault, for investigation and cleanup costs on current and former owners and operators of real property and persons who have disposed of or released hazardous substances into the environment. Our operations involve the use of hazardous substances and materials such as petroleum fuel for emergency generators, as well as batteries, cleaning solutions and other materials. In addition, we lease, own or operate real property at which hazardous substances and regulated materials have been used in the past. At some of our locations, hazardous substances or regulated materials are known to be present in soil or groundwater, and there may be additional unknown hazardous substances or regulated materials present at sites we own, operate or lease. At some of our locations, there are land use restrictions in place relating to earlier environmental cleanups that do not materially limit our use of the sites. To the extent any hazardous substances or any other substance or material must be cleaned up or removed from our property, we may be responsible under applicable laws, regulations or leases for the removal or cleanup of such substances or materials, the cost of which could be substantial.

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In addition, we are subject to environmental, health and safety laws regulating air emissions, storm water management and other issues arising in our business. While these obligations do not normally impose material costs upon our operations, unexpected events, equipment malfunctions and human error, among other factors, can lead to violations of environmental laws, regulations or permits. Furthermore, environmental laws and regulations change frequently and may require additional investment to maintain compliance. Noncompliance with existing, or adoption of more stringent, environmental or health and safety laws and regulations or the discovery of previously unknown contamination could require us to incur costs or become the basis of new or increased liabilities that could be material.

Environmental regulations are subject to change, in particular, in connection with emissions of greenhouse gases (“GHGs”), such as carbon dioxide, which is produced by combustion of fossil fuels to produce electricity. More stringent regulations would tend to increase the costs of electricity for our operations, which is one of our significant costs of business. Regulations to limit GHG emissions are in force in the European Union for some time, and are not likely to change our costs of operation significantly in the near future. In the U.S., however, the U.S. Environmental Protection Agency (“EPA”) has recently proposed regulations that would require states to reduce GHG emissions by 30% by 2030. These regulations are focused upon reducing emissions from coal-fired power plants and increasing investment in energy efficiency, renewable energy and increased use of natural gas. These changes, if implemented, could adversely affect our electricity costs. Our facilities are currently not directly subject to the EPA GHG emissions reduction regulations. We will continue to monitor the developments of this regulatory program to evaluate its impact on our facilities and business.

Several states within the U.S. have adopted laws intended to limit fossil fuel consumption and/or encourage renewable energy development for the same purpose. For example, California enacted AB-32, the Global Warming Solutions Act of 2006, prescribing a statewide cap on global warming pollution with a goal of reaching 1990 GHG emission levels by 2020, and established a mandatory emissions reporting program. Regulations adopted by the California Air Resources Board require allowances to be surrendered for emissions of GHGs. The first phase of the cap-and-trade program commenced on January 1, 2013, and increased our electricity costs in California by approximately 5%. The full effect on the price we pay for electricity cannot yet be determined, but the increase could exceed 5% of our costs of electricity at our California locations. The AB 32 cap-and-trade program will be expanded effective January 1, 2015, to cover nearly all uses of fossil fuels. Such regulations will directly affect our cost of fuel (for example, for emergency generators) in California.

We do not anticipate that the climate change-related laws and regulations will force us to modify our operations to limit the emissions of GHG. We could, however, be directly subject to taxes, fees or costs, or could indirectly be required to reimburse electricity providers for such costs representing the GHG attributable to our electricity or fossil fuel consumption. These cost increases could materially increase our costs of operation or limit the availability of electricity or emergency generator fuels. The physical impacts of climate change, including extreme weather conditions such as heat waves, could materially increase our costs of operation due to, for example, an increase in our energy use in order to maintain the temperature and internal environment of our data centers necessary for our operations. To the extent any environmental laws enacted or regulations impose new or unexpected costs, our business, results of operations or financial condition may be adversely affected.

### **If we are unable to recruit or retain qualified personnel, our business could be harmed.**

We must continue to identify, hire, train and retain IT professionals, technical engineers, operations employees, and sales, marketing, finance and senior management personnel who maintain relationships with our customers and who can provide the technical, strategic and marketing skills required for our company to grow. There is a shortage of qualified personnel in these fields, and we compete with other companies for the limited pool of talent. The failure to recruit and retain necessary personnel, including, but not limited to, members of our executive team, could harm our business and our ability to grow our company.

**We may not be able to compete successfully against current and future competitors.**

We must be able to differentiate our IBX data centers and product offerings from those of our competitors. In addition to competing with other neutral colocation providers, we compete with traditional colocation providers, including telecommunications companies, carriers, internet service providers, managed services providers and large REITs who also operate in our market and may enjoy a cost advantage in providing offerings similar to those provided by our IBX data centers. We may experience competition from our landlords which could also reduce the amount of space available to us for expansion in the future. Rather than leasing available space in our buildings to large single tenants, they may decide to convert the space instead to smaller square foot units designed for multi-tenant colocation use, blurring the line between retail and wholesale space. We may also face competition from existing competitors or new entrants to the market seeking to replicate our global IBX data center concept by building or acquiring data centers, offering colocation on neutral terms or by replicating our strategy and messaging. Finally, customers may also decide it is cost-effective for them to build out their own data centers. Once customers have an established data center footprint, either through a relationship with one of our competitors or through in-sourcing, it may be extremely difficult to convince them to relocate to our IBX data centers.

Some of our competitors may adopt aggressive pricing policies, especially if they are not highly leveraged or have lower return thresholds than we do. As a result, we may suffer from pricing pressure that would adversely affect our ability to generate revenues. Some of these competitors may also provide our target customers with additional benefits, including bundled communication services or cloud services, and may do so in a manner that is more attractive to our potential customers than obtaining space in our IBX data centers. Similarly, with growing acceptance of cloud-based technologies, Equinix is at risk losing customers that may decide to fully leverage cloud infrastructure offerings instead of managing their own. Competitors could also operate more successfully or form alliances to acquire significant market share.

Failure to compete successfully may materially adversely affect our financial condition, cash flows and results of operations.

**Our business could be harmed by prolonged power outages or shortages, increased costs of energy or general lack of availability of electrical resources.**

Our IBX data centers are susceptible to regional costs of power, power shortages, planned or unplanned power outages and limitations, especially internationally, on the availability of adequate power resources.

Power outages, such as those relating to the earthquake and tsunami in Japan in 2011 or Superstorm Sandy, which hit the U.S. East Coast in 2012, could harm our customers and our business. We attempt to limit our exposure to system downtime by using backup generators and power supplies; however, we may not be able to limit our exposure entirely even with these protections in place. Some of our IBXs are located in leased buildings where, depending upon the lease requirements and number of tenants involved, we may or may not control some or all of the infrastructure including generators and fuel tanks. As a result, in the event of a power outage, we may be dependent upon the landlord, as well as the utility company, to restore the power.

In addition, global fluctuations in the price of power can increase the cost of energy, and although contractual price increase clauses exist in the majority of our customer agreements, we may not always choose to pass these increased costs on to our customers.

In each of our markets, we rely on third parties to provide a sufficient amount of power for current and future customers. At the same time, power and cooling requirements are growing on a per unit basis. As a result, some customers are consuming an increasing amount of power per cabinet. We generally do not control the amount of power our customers draw from their installed circuits. This means that we could face power limitations in our IBX data centers. This could have a negative impact on the effective available capacity of a given center and limit our ability to grow our business, which could have a negative impact on our financial performance, operating results and cash flows.

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We may also have difficulty obtaining sufficient power capacity for potential expansion sites in new or existing markets. We may experience significant delays and substantial increased costs demanded by the utilities to provide the level of electrical service required by our current IBX data center designs.

**If our internal controls are found to be ineffective, our financial results or our stock price may be adversely affected.**

Our most recent evaluation of our controls resulted in our conclusion that, as of December 31, 2013, in compliance with Section 404 of the Sarbanes-Oxley Act of 2002, our internal controls over financial reporting were effective. Our ability to manage our operations and growth, and to successfully implement our planned REIT conversion, such as the migration of Oracle 11i to R12 and ongoing billing system updates, which includes additional changes being deployed into production during the fourth quarter of 2014, designed to support our growth, will require us to further develop our controls and reporting systems and implement or amend new or existing controls and reporting systems. All of these changes to our financial systems create an increased risk of deficiencies in our internal controls over financial reporting until such systems are stabilized. If, in the future, our internal control over financial reporting is found to be ineffective, or if a material weakness is identified in our controls over financial reporting, our financial results may be adversely affected. Investors may also lose confidence in the reliability of our financial statements which could adversely affect our stock price.

In addition, in May 2013, the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) issued a new version of its internal control framework, which will be deemed by COSO to supersede the 1992 version of the framework effective December 15, 2014. We are in the process of transitioning to the 2013 edition of the framework to our assessment of our internal control over financial reporting. It is possible that during the course of the transition to the new framework and its application to our assessment of our internal controls, we may determine that deficiencies exist in our internal controls, possibly rising to the level of material weakness. Such an occurrence, or a failure to effectively remedy such a deficiency, could harm investor confidence in the accuracy and timeliness of our financial reports and negatively impact the market price of our common stock.

**If we cannot effectively manage our international operations, and successfully implement our international expansion plans, our revenues may not increase and our business and results of operations would be harmed.**

For the years ended December 31, 2013, 2012 and 2011, we recognized approximately 46%, 44% and 41%, respectively, of our revenues outside the U.S. For the nine months ended September 30, 2014, we recognized approximately 48% of our revenues outside the U.S. We currently operate outside of the U.S. in Canada, Brazil, EMEA and Asia-Pacific.

To date, the network neutrality of our IBX data centers and the variety of networks available to our customers has often been a competitive advantage for us. In certain of our acquired IBX data centers in the Asia-Pacific region the limited number of carriers available reduces that advantage. As a result, we may need to adapt our key revenue-generating offerings and pricing to be competitive in those markets. In addition, we are currently undergoing expansions or evaluating expansion opportunities outside of the U.S. Undertaking and managing expansions in foreign jurisdictions may present unanticipated challenges to us.

Our international operations are generally subject to a number of additional risks, including:

- the costs of customizing IBX data centers for foreign countries;
- protectionist laws and business practices favoring local competition;
- greater difficulty or delay in accounts receivable collection;

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- difficulties in staffing and managing foreign operations, including negotiating with foreign labor unions or workers' councils;
- difficulties in managing across cultures and in foreign languages;
- political and economic instability;
- fluctuations in currency exchange rates;
- difficulties in repatriating funds from certain countries;
- our ability to obtain, transfer, or maintain licenses required by governmental entities with respect to our business;
- unexpected changes in regulatory, tax and political environments;
- our ability to secure and maintain the necessary physical and telecommunications infrastructure;
- compliance with the Foreign Corrupt Practices Act;
- compliance with economic and trade sanctions enforced by the Office of Foreign Assets Control of the U.S. Department of Treasury; and
- compliance with evolving governmental regulation with which we have little experience.

In addition, compliance with international and U.S. laws and regulations that apply to our international operations increases our cost of doing business in foreign jurisdictions. These laws and regulations include data privacy requirements, labor relations laws, tax laws, anti-competition regulations, import and trade restrictions, export requirements, economic and trade sanctions, U.S. laws such as the Foreign Corrupt Practices Act and local laws which also prohibit corrupt payments to governmental officials. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, and prohibitions on the conduct of our business. Any such violations could include prohibitions on our ability to offer our offerings in one or more countries, could delay or prevent potential acquisitions, and could also materially damage our reputation, our brand, our international expansion efforts, our ability to attract and retain employees, our business and our operating results. Our success depends, in part, on our ability to anticipate and address these risks and manage these difficulties.

### **Economic uncertainty in developing markets could adversely affect our revenue and earnings.**

We conduct business, or are contemplating expansion, in developing markets with economies that tend to be more volatile than those in the U.S. and Western Europe. The risk of doing business in developing markets such as Brazil, China, India, Indonesia, Russia, the United Arab Emirates and other economically volatile areas could adversely affect our operations and earnings. Such risks include the financial instability among customers in these regions, political instability, fraud or corruption and other non-economic factors such as irregular trade flows that need to be managed successfully with the help of the local governments. In addition, commercial laws in some developing countries can be vague, inconsistently administered and retroactively applied. If we are deemed not to be in compliance with applicable laws in developing countries where we conduct business, our prospects and business in those countries could be harmed, which could then have a material adverse impact on our results of operations and financial position. Our failure to successfully manage economic, political and other risks relating to doing business in developing countries and economically and politically volatile areas could adversely affect our business.

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### **The use of high power density equipment may limit our ability to fully utilize our older IBX data centers.**

Some customers have increased their use of high power density equipment, such as blade servers, in our IBX data centers which has increased the demand for power on a per cabinet basis. Because many of our IBX data centers were built a number of years ago, the current demand for power may exceed the designed electrical capacity in these centers. As power, not space, is a limiting factor in many of our IBX data centers, our ability to fully utilize those IBX data centers may be limited. The ability to increase the power capacity of an IBX data center, should we decide to, is dependent on several factors including, but not limited to, the local utility's ability to provide additional power; the length of time required to provide such power; and/or whether it is feasible to upgrade the electrical infrastructure of an IBX data center to deliver additional power to customers. Although we are currently designing and building to a higher power specification than that of many of our older IBX data centers, there is a risk that demand will continue to increase and our IBX data centers could become underutilized sooner than expected.

### **We expect our operating results to fluctuate.**

We have experienced fluctuations in our results of operations on a quarterly and annual basis. The fluctuations in our operating results may cause the market price of our common stock to be volatile. We may experience significant fluctuations in our operating results in the foreseeable future due to a variety of factors, including, but not limited to:

- fluctuations of foreign currencies in the markets in which we operate;
- the timing and magnitude of depreciation and interest expense or other expenses related to the acquisition, purchase or construction of additional IBX data centers or the upgrade of existing IBX data centers;
- demand for space, power and services at our IBX data centers;
- changes in general economic conditions, such as an economic downturn, or specific market conditions in the telecommunications and Internet industries, both of which may have an impact on our customer base;
- charges to earnings resulting from past acquisitions due to, among other things, impairment of goodwill or intangible assets, reduction in the useful lives of intangible assets acquired, identification of additional assumed contingent liabilities or revised estimates to restructure an acquired company's operations;
- the duration of the sales cycle for our offerings and our ability to ramp our newly-hired sales persons to full productivity within the time period we have forecasted;
- restructuring charges or reversals of existing restructuring charges, which may be necessary due to revised sublease assumptions, changes in strategy or otherwise;
- acquisitions or dispositions we may make;
- the financial condition and credit risk of our customers;
- the provision of customer discounts and credits;
- the mix of current and proposed products and offerings and the gross margins associated with our products and offerings;
- the timing required for new and future IBX data centers to open or become fully utilized;
- competition in the markets in which we operate;
- conditions related to international operations;
- increasing repair and maintenance expenses in connection with aging IBX data centers;

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- lack of available capacity in our existing IBX data centers to generate new revenue or delays in opening new or acquired IBX data centers that delay our ability to generate new revenue in markets which have otherwise reached capacity;
- changes in rent expense as we amend our IBX data center leases in connection with extending their lease terms when their initial lease term expiration dates approach or changes in shared operating costs in connection with our leases, which are commonly referred to as common area maintenance expenses;
- the timing and magnitude of other operating expenses, including taxes, expenses related to the expansion of sales, marketing, operations and acquisitions, if any, of complementary businesses and assets;
- the cost and availability of adequate public utilities, including power;
- changes in employee stock-based compensation;
- overall inflation;
- increasing interest expense due to any increases in interest rates and/or potential additional debt financings;
- our planned REIT conversion, including the timing of expenditures and other cash outlays associated with the REIT conversion;
- changes in our tax planning strategies or failure to realize anticipated benefits from such strategies;
- changes in income tax benefit or expense; and
- changes in or new generally accepted accounting principles (“GAAP”) in the U.S. as periodically released by the Financial Accounting Standards Board (“FASB”).

Any of the foregoing factors, or other factors discussed elsewhere in this report, could have a material adverse effect on our business, results of operations and financial condition. Although we have experienced growth in revenues in recent quarters, this growth rate is not necessarily indicative of future operating results. Prior to 2008, we had generated net losses every fiscal year since inception. It is possible that we may not be able to generate net income on a quarterly or annual basis in the future. In addition, a relatively large portion of our expenses are fixed in the short-term, particularly with respect to lease and personnel expenses, depreciation and amortization and interest expenses. Therefore, our results of operations are particularly sensitive to fluctuations in revenues. As such, comparisons to prior reporting periods should not be relied upon as indications of our future performance. In addition, our operating results in one or more future quarters may fail to meet the expectations of securities analysts or investors.

### **Our days sales outstanding (DSO) of our accounts receivables have been increasing.**

Although we have historically experienced a record of strong collection of our accounts receivables as evidenced by our prior DSO metrics, our DSO has increased over the past few quarters. We have recently centralized responsibilities for customer billing and collections in the EMEA region. This transition of responsibilities has impacted our DSO efforts. In addition, the migration of our worldwide financial application suite from Oracle 11i to R12 has further impacted our DSO metric. We are also implementing a new billing system. The initial implementation of this system was completed in August 2014, but the full implementation of the system is not expected to be complete until 2015 with additional changes being deployed into production during the fourth quarter of 2014. The ongoing changes in the billing system may result in further delays in our billing and collections. While we believe these are temporary issues that will resolve themselves over time, the overall negative impact to our DSO has had

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an impact to our operating cash flows, liquidity and financial performance. If we are unable to resolve the underlying issues that are contributing to our current DSO levels, our operating cash flows, liquidity and financial performance may continue to be impacted.

### **We have incurred substantial losses in the past and may incur additional losses in the future.**

As of September 30, 2014, our retained earnings were \$59.1 million. Although we have generated net income for each fiscal year since 2008, which was our first full year of net income since our inception, we are also currently investing heavily in our future growth through the build out of multiple additional IBX data centers and IBX data center expansions as well as acquisitions of complementary businesses. As a result, we will incur higher depreciation and other operating expenses, as well as acquisition costs and interest expense, that may negatively impact our ability to sustain profitability in future periods unless and until these new IBX data centers generate enough revenue to exceed their operating costs and cover our additional overhead needed to scale our business for this anticipated growth. The current global financial uncertainty may also impact our ability to sustain profitability if we cannot generate sufficient revenue to offset the increased costs of our recently-opened IBX data centers or IBX data centers currently under construction. In addition, costs associated with the acquisition and integration of any acquired companies, as well as the additional interest expense associated with debt financing we have undertaken to fund our growth initiatives, may also negatively impact our ability to sustain profitability. Finally, given the competitive and evolving nature of the industry in which we operate, we may not be able to sustain or increase profitability on a quarterly or annual basis.

### **The failure to obtain favorable terms when we renew our IBX data center leases, or the failure to renew such leases, could harm our business and results of operations.**

While we own certain of our IBX data centers, others are leased under long-term arrangements with lease terms expiring at various dates through 2053. These leased centers have all been subject to significant development by us in order to convert them from, in most cases, vacant buildings or warehouses into IBX data centers. Most of our IBX data center leases have renewal options available to us. However, many of these renewal options provide for the rent to be set at then-prevailing market rates. To the extent that then-prevailing market rates are higher than present rates, these higher costs may adversely impact our business and results of operations, or we may decide against renewing the lease. In the event that an IBX data center lease does not have a renewal option, or we fail to exercise a renewal option in a timely fashion and lose our right to renew the lease, we may not be successful in negotiating a renewal of the lease with the landlord. A failure to renew a lease could force us to exit a building prematurely, which could be disruptive to our business, harm our customer relationships, expose us to liability under our customer contracts, cause us to take impairment charges and negatively affect our operating results.

### **We depend on a number of third parties to provide Internet connectivity to our IBX data centers; if connectivity is interrupted or terminated, our operating results and cash flow could be materially and adversely affected.**

The presence of diverse telecommunications carriers' fiber networks in our IBX data centers is critical to our ability to retain and attract new customers. We are not a telecommunications carrier, and as such, we rely on third parties to provide our customers with carrier services. We believe that the availability of carrier capacity will directly affect our ability to achieve our projected results. We rely primarily on revenue opportunities from the telecommunications carriers' customers to encourage them to invest the capital and operating resources required to connect from their centers to our IBX data centers. Carriers will likely evaluate the revenue opportunity of an IBX data center based on the assumption that the environment will be highly competitive. We cannot provide assurance that each and every carrier will elect to offer its services within our IBX data centers or that once a carrier has decided to provide Internet connectivity to our IBX data centers that it will continue to do so for any period of time.

Our new IBX data centers require construction and operation of a sophisticated redundant fiber network. The construction required to connect multiple carrier facilities to our IBX data centers is complex and involves factors outside of our control, including regulatory processes and the availability of

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construction resources. Any hardware or fiber failures on this network may result in significant loss of connectivity to our new IBX data center expansions. This could affect our ability to attract new customers to these IBX data centers or retain existing customers.

If the establishment of highly diverse Internet connectivity to our IBX data centers does not occur, is materially delayed or is discontinued, or is subject to failure, our operating results and cash flow will be adversely affected.

### **We may be vulnerable to security breaches which could disrupt our operations and have a material adverse effect on our financial performance and operating results.**

A party who is able to compromise the security measures on our networks or the security of our infrastructure could misappropriate either our proprietary information or the personal information of our customers, or cause interruptions or malfunctions in our operations or our customers' operations. As we provide assurances to our customers that we provide the highest level of security, such a compromise could be particularly harmful to our brand and reputation. We may be required to expend significant capital and resources to protect against such threats or to alleviate problems caused by breaches in security. As techniques used to breach security change frequently, and are generally not recognized until launched against a target, we may not be able to implement security measures in a timely manner or, if and when implemented, we may not be able to determine the extent to which these measures could be circumvented. Any breaches that may occur could expose us to increased risk of lawsuits, regulatory penalties, loss of existing or potential customers, harm to our reputation and increases in our security costs, which could have a material adverse effect on our financial performance and operating results.

### **We have government customers, which subjects us to risks including early termination, audits, investigations, sanctions and penalties.**

We derive some revenues from contracts with the U.S. government, state and local governments and foreign governments. Some of these customers may terminate all or part of their contracts at any time, without cause.

There is increased pressure for governments and their agencies, both domestically and internationally, to reduce spending. Some of our federal government contracts are subject to the approval of appropriations being made by the U.S. Congress to fund the expenditures under these contracts. Similarly, some of our contracts at the state and local levels are subject to government funding authorizations.

Additionally, government contracts are generally subject to audits and investigations which could result in various civil and criminal penalties and administrative sanctions, including termination of contracts, refund of a portion of fees received, forfeiture of profits, suspension of payments, fines and suspensions or debarment from future government business.

### **Because we depend on the development and growth of a balanced customer base, including key magnet customers, failure to attract, grow and retain this base of customers could harm our business and operating results.**

Our ability to maximize revenues depends on our ability to develop and grow a balanced customer base, consisting of a variety of companies, including enterprises, cloud, digital content and financial companies, and network service providers. We consider certain of these customers to be key magnets in that they draw in other customers. The more balanced the customer base within each IBX data center, the better we will be able to generate significant interconnection revenues, which in turn increases our overall revenues. Our ability to attract customers to our IBX data centers will depend on a variety of factors, including the presence of multiple carriers, the mix of our offerings, the overall mix of customers, the presence of key customers attracting business through vertical market ecosystems, the IBX data center's operating reliability and security and our ability to effectively market our offerings. However, some of our customers may face competitive pressures and may ultimately not be successful or may be consolidated through merger or acquisition. If these customers do not continue to use our IBX data

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centers it may be disruptive to our business. Finally, the uncertain economic climate may harm our ability to attract and retain customers if customers slow spending, or delay decision-making, on our offerings, or if customers begin to have difficulty paying us and we experience increased churn in our customer base. Any of these factors may hinder the development, growth and retention of a balanced customer base and adversely affect our business, financial condition and results of operations.

### **We may be subject to securities class action and other litigation, which may harm our business and results of operations.**

We may be subject to securities class action or other litigation. For example, securities class action litigation has often been brought against a company following periods of volatility in the market price of its securities. Litigation can be lengthy, expensive, and divert management's attention and resources. Results cannot be predicted with certainty and an adverse outcome in litigation could result in monetary damages or injunctive relief that could seriously harm our business, results of operations, financial condition or cash flows.

### **We may not be able to protect our intellectual property rights.**

We cannot make assurances that the steps taken by us to protect our intellectual property rights will be adequate to deter misappropriation of proprietary information or that we will be able to detect unauthorized use and take appropriate steps to enforce our intellectual property rights. We also are subject to the risk of litigation alleging infringement of third-party intellectual property rights. Any such claims could require us to spend significant sums in litigation, pay damages, develop non-infringing intellectual property, or acquire licenses to the intellectual property that is the subject of the alleged infringement.

### **Government regulation may adversely affect our business.**

Various laws and governmental regulations, both in the U.S. and abroad, governing Internet related services, related communications services and information technologies remain largely unsettled, even in areas where there has been some legislative action. For example, the Federal Communications Commission is considering proposed Internet rules and regulation of broadband that may result in material changes in the regulations and contribution regime affecting us and our customers. Likewise, as part of a review of the current equity market structure, the Securities and Exchange Commission and the Commodity Futures Trading Commission ("CFTC") have both sought comments regarding the regulation of independent data centers, such as us, which provide colocation for financial markets and exchanges. The CFTC is also considering regulation of companies that use automated and high-frequency trading systems. Any such regulation may ultimately affect our provision of offerings.

It also may take years to determine whether and how existing laws, such as those governing intellectual property, privacy, libel, telecommunications services and taxation, apply to the Internet and to related offerings such as ours, and substantial resources may be required to comply with regulations or bring any non-compliant business practices into compliance with such regulations. In addition, the development of the market for online commerce and the displacement of traditional telephony service by the Internet and related communications services may prompt an increased call for more stringent consumer protection laws or other regulation both in the U.S. and abroad that may impose additional burdens on companies conducting business online and their service providers.

The adoption, or modification of laws or regulations relating to the Internet and our business, or interpretations of existing laws, could have a material adverse effect on our business, financial condition and results of operations.

### **Industry consolidation may have a negative impact on our business model.**

If customers combine businesses, they may require less colocation space, which could lead to churn in our customer base. Regional competitors may also consolidate to become a global competitor. Consolidation of our customers and/or our competitors may present a risk to our business model and have a negative impact on our revenues.

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**Terrorist activity throughout the world and military action to counter terrorism could adversely impact our business.**

The continued threat of terrorist activity and other acts of war or hostility contribute to a climate of political and economic uncertainty. Due to existing or developing circumstances, we may need to incur additional costs in the future to provide enhanced security, including cybersecurity, which would have a material adverse effect on our business and results of operations. These circumstances may also adversely affect our ability to attract and retain customers, our ability to raise capital and the operation and maintenance of our IBX data centers.

**We have various mechanisms in place that may discourage takeover attempts.**

Certain provisions of our certificate of incorporation and bylaws may discourage, delay or prevent a third party from acquiring control of us in a merger, acquisition or similar transaction that a stockholder may consider favorable. Such provisions include:

- ownership limitations and transfer restrictions relating to our stock that are intended to facilitate our compliance with certain REIT rules relating to share ownership;
- authorization for the issuance of “blank check” preferred stock;
- the prohibition of cumulative voting in the election of directors;
- limits on the persons who may call special meetings of stockholders;
- limits on stockholder action by written consent; and
- advance notice requirements for nominations to the Board of Directors or for proposing matters that can be acted on by stockholders at stockholder meetings.

In addition, Section 203 of the Delaware General Corporation Law, which restricts certain business combinations with interested stockholders in certain situations, may also discourage, delay or prevent someone from acquiring or merging with us.

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

None.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosure**

Not applicable.

**Item 5. Other Information**

None.

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<b>Exhibit Number</b>	<b>Exhibit Description</b>	<b>Form</b>	<b>Incorporated by Reference</b>		<b>Filed Herewith</b>
			<b>Filing Date/ Period End Date</b>	<b>Exhibit</b>	
3.1	Amended and Restated Certificate of Incorporation of the Registrant, as amended to date.	10-K/A	12/31/02	3.1	
3.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant	8-K	6/14/11	3.1	
3.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant	8-K	6/11/13	3.1	
3.4	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant	10-Q	6/30/14	3.4	
3.5	Certificate of Designation of Series A and Series A-1 Convertible Preferred Stock.	10-K/A	12/31/02	3.3	
3.6	Amended and Restated Bylaws of the Registrant.	10-K	12/31/13	3.5	
4.1	Reference is made to Exhibits 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6.				
4.2	Indenture dated September 26, 2007 by and between Equinix, Inc. and U.S. Bank National Association, as trustee.	8-K	9/26/07	4.4	
4.3	Form of 3.00% Convertible Subordinated Note Due 2014 (see Exhibit 4.2).				
4.4	Indenture dated June 12, 2009 by and between Equinix, Inc. and U.S. Bank National Association, as trustee.	8-K	6/12/09	4.1	
4.5	Form of 4.75% Convertible Subordinated Note Due 2016 (see Exhibit 4.4).				
4.6	Indenture dated July 13, 2011 by and between Equinix, Inc. and U.S. Bank National Association as trustee	8-K	7/13/11	4.1	
4.7	Form of 7.00% Senior Note due 2021 (see Exhibit 4.6)	8-K	7/13/11	4.2	
4.8	Indenture for the 2020 Notes dated March 5, 2013 by and between Equinix, Inc. and U.S. Bank National Association as trustee	8-K	3/5/13	4.1	
4.9	Form of 4.875% Senior Note due 2020 (see Exhibit 4.8)	8-K	3/5/13	4.2	

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<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			<u>Filed Herewith</u>
		<u>Form</u>	<u>Filing Date/ Period End Date</u>	<u>Exhibit</u>	
4.10	Indenture for the 2023 Notes dated March 5, 2013 by and between Equinix, Inc. and U.S. Bank National Association as trustee	8-K	3/5/13	4.3	
4.11	Form of 5.375% Senior Note due 2023 (see Exhibit 4.10)	8-K	3/5/13	4.4	
4.12	Form of Registrant's Common Stock Certificate	10-Q	6/30/14	4.12	
10.1	Form of Indemnification Agreement between the Registrant and each of its officers and directors.	S-4 (File No. 333-93749)	12/29/99	10.5	
10.2	2000 Equity Incentive Plan, as amended.	10-Q	3/31/12	10.2	
10.3	2000 Director Option Plan, as amended.	10-K	12/31/07	10.4	
10.4	2001 Supplemental Stock Plan, as amended.	10-K	12/31/07	10.5	
10.5	Equinix, Inc. 2004 Employee Stock Purchase Plan, as amended.	10-Q	6/30/14	10.5	
10.6	Severance Agreement by and between Stephen Smith and Equinix, Inc. dated December 18, 2008.	10-K	12/31/08	10.31	
10.7	Severance Agreement by and between Peter Van Camp and Equinix, Inc. dated December 10, 2008.	10-K	12/31/08	10.32	
10.8	Severance Agreement by and between Keith Taylor and Equinix, Inc. dated December 19, 2008.	10-K	12/31/08	10.33	
10.9	Severance Agreement by and between Peter Ferris and Equinix, Inc. dated December 17, 2008.	10-K	12/31/08	10.34	
10.10	Change in Control Severance Agreement by and between Eric Schwartz and Equinix, Inc. dated December 19, 2008.	10-K	12/31/08	10.35	
10.11	Confirmation for Base Capped Call Transaction dated as of June 9, 2009 between Equinix, Inc. and Deutsche Bank AG, London Branch.	8-K	6/12/09	10.1	

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<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			<u>Filed Herewith</u>
		<u>Form</u>	<u>Filing Date/ Period End Date</u>	<u>Exhibit</u>	
10.12	Confirmation for Additional Capped Call Transaction dated as of June 9, 2009 between Equinix, Inc. and Deutsche Bank AG, London Branch.	8-K	6/12/09	10.2	
10.13	Confirmation for Base Capped Call Transaction dated as of June 9, 2009 between Equinix, Inc. and JPMorgan Chase Bank, National Association, London Branch.	8-K	6/12/09	10.4	
10.14	Confirmation for Additional Capped Call Transaction dated as of June 9, 2009 between Equinix, Inc. and JPMorgan Chase Bank, National Association, London Branch.	8-K	6/12/09	10.5	
10.15	Confirmation for Base Capped Call Transaction dated as of June 9, 2009 between Equinix, Inc. and Goldman, Sachs & Co.	8-K	6/12/09	10.7	
10.16	Confirmation for Additional Capped Call Transaction dated as of June 9, 2009 between Equinix, Inc. and Goldman, Sachs & Co.	8-K	6/12/09	10.8	
10.17	Switch & Data 2007 Stock Incentive Plan.	S-1/A (File No. 333-137607) filed by Switch & Data Facilities Company, Inc.	2/5/07	10.9	
10.18	Change in Control Severance Agreement by and between Charles Meyers and Equinix, Inc. dated September 30, 2010.	10-Q	9/30/10	10.42	
10.19	Form of amendment to existing severance agreement between the Registrant and each of Messrs. Ferris, Meyers, Smith, Taylor and Van Camp.	10-K	12/31/10	10.33	

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<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			
		<u>Form</u>	<u>Filing Date/ Period End Date</u>	<u>Exhibit</u>	<u>Filed Herewith</u>
10.20	Letter amendment, dated December 14, 2010, to Change in Control Severance Agreement, dated December 18, 2008, and letter agreement relating to expatriate benefits, dated April 22, 2008, as amended, by and between the Registrant and Eric Schwartz.	10-K	12/31/10	10.34	
10.21	Form of Restricted Stock Unit Agreement for CEO and CFO.	10-Q	3/31/11	10.34	
10.22	Form of Restricted Stock Unit Agreement for all other Section 16 officers.	10-Q	3/31/11	10.35	
10.23	Form of 2012 Revenue/Adjusted EBITDA Restricted Stock Unit Agreement for CEO and CFO.	10-Q	3/31/12	10.38	
10.24	Form of 2012 Revenue/Adjusted EBITDA Restricted Stock Unit Agreement for all other Section 16 officers.	10-Q	3/31/12	10.39	
10.25	Form of 2012 TSR Restricted Stock Unit Agreement for CEO and CFO.	10-Q	3/31/12	10.40	
10.26	Form of 2012 TSR Restricted Stock Unit Agreement for all other Section 16 officers.	10-Q	3/31/12	10.41	
10.27	Credit Agreement, by and among Equinix, Inc., as borrower, Equinix Operating Co., Inc., Equinix Pacific, Inc., Switch & Data Facilities Company, Inc., Switch & Data Holdings, Inc. and Equinix Services, Inc., as guarantors, the Lenders (defined therein), Bank of America, N.A., as administrative agent, a Lender and L/C issuer, Wells Fargo Bank, National Association, as syndication agent, the Co-Documentation Agents (defined therein) and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as sole lead arranger and sole book manager, dated June 28, 2012.	10-Q	6/30/12	10.39	
10.28	English Translation of Shareholders' Agreement, dated as of October 31, 2012, among Equinix South America Holdings, LLC, RW Brasil Fundo de Investimento em Participações, Sidney Victor da Costa Breyer and Antonio Eduardo Zago de Carvalho, and as intervening party, Alog Soluções de Tecnologia em Informática s.a., and, for the limited purposes set forth herein, Equinix, Inc., Riverwood Capital L.P., Riverwood Capital Partners L.P., Riverwood Capital Partners (Parallel – A) L.P. and Riverwood Capital Partners (Parallel – B) L.P.	10-K	12/31/12	10.39	

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<b><u>Exhibit Number</u></b>	<b><u>Exhibit Description</u></b>	<b><u>Incorporated by Reference</u></b>			<b><u>Filed Herewith</u></b>
		<b><u>Form</u></b>	<b><u>Filing Date/ Period End Date</u></b>	<b><u>Exhibit</u></b>	
10.29	Lease Agreement, by and between 271 Front Inc. and Equinix Canada Ltd., dated November 30, 2012.	10-K	12/31/12	10.40	
10.30	Indemnity Agreement, by Equinix, Inc. in favor of 271 Front Inc., dated November 30, 2012.	10-K	12/31/12	10.41	
10.31	Third Amendment to Credit Agreement by and among Equinix, Inc., the lenders party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer thereunder, dated as of February 27, 2013.	8-K	3/5/13	10.1	
10.32	Offer Letter from Equinix, Inc. to Sara Baack dated July 31, 2012.	10-Q	3/31/13	10.42	
10.33	Restricted Stock Unit Agreement for Sara Baack under the Equinix, Inc. 2000 Equity Incentive Plan.	10-Q	3/31/13	10.43	
10.34	Change in Control Severance Agreement by and between Sara Baack and Equinix, Inc. dated July 31, 2012.	10-Q	3/31/13	10.44	
10.35	Form of Revenue/Adjusted EBITDA Restricted Stock Unit Agreement for CEO and CFO.	10-Q	3/31/13	10.46	
10.36	Form of Revenue/Adjusted EBITDA Restricted Stock Unit Agreement for all other Section 16 officers.	10-Q	3/31/13	10.47	
10.37	Form of TSR Restricted Stock Unit Agreement for CEO and CFO.	10-Q	3/31/13	10.48	
10.38	Form of TSR Restricted Stock Unit Agreement for all other Section 16 officers.	10-Q	3/31/13	10.49	

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<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			
		<u>Form</u>	<u>Filing Date/ Period End Date</u>	<u>Exhibit</u>	<u>Filed Herewith</u>
10.39	Agreement to Develop and Lease, by and between Equinix Singapore Pte Ltd and Mapletree Industrial Trust, dated March 27, 2013.	10-Q	3/31/13	10.50	
10.40	International Long-Term Assignment Letter by and between Equinix, Inc. and Eric Schwartz, dated May 21, 2013.	10-Q	6/30/13	10.51	
10.41	Fourth Amendment, Consent, Limited Release and Substitution Agreement to Credit Agreement by and among Equinix, Inc., the lenders party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer thereunder, dated as of May 31, 2013.	10-Q	6/30/13	10.52	
10.42	Fifth Amendment to Credit Agreement by and among Equinix, Inc., the lenders party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer thereunder, dated as of September 26, 2013.	10-Q	9/30/13	10.53	
10.43	Employment Agreement by and between Equinix (EMEA) B.V. and Eric Schwartz, dated as of August 7, 2013.	10-Q	9/30/13	10.54	
10.44	Restricted Stock Unit Agreement dated August 14, 2013 for Charles Meyers under the Equinix, Inc. 2000 Equity Incentive Plan.	10-Q	9/30/13	10.55	
10.45	Equinix, Inc. 2014 Incentive Plan.	10-Q	3/31/14	10.48	
10.46	Offer Letter from Equinix, Inc. to Karl Strohmeyer dated October 28, 2013.	10-Q	3/31/14	10.49	
10.47	Restricted Stock Unit Agreement for Karl Strohmeyer under the Equinix, Inc. 2000 Equity Incentive Plan.	10-Q	3/31/14	10.50	
10.48	Change in Control Severance Agreement by and between Karl Strohmeyer and Equinix, Inc. dated December 2, 2013.	10-Q	3/31/14	10.51	

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<b><u>Exhibit Number</u></b>	<b><u>Exhibit Description</u></b>	<b><u>Incorporated by Reference</u></b>			<b><u>Filed Herewith</u></b>
		<b><u>Form</u></b>	<b><u>Filing Date/ Period End Date</u></b>	<b><u>Exhibit</u></b>	
10.49	2014 Form of Revenue/Adjusted EBITDA Restricted Stock Unit Agreement for CEO and CFO.	10-Q	3/31/14	10.52	
10.50	2014 Form of Revenue/Adjusted EBITDA Restricted Stock Unit Agreement for all other Section 16 officers.	10-Q	3/31/14	10.53	
10.51	2014 Form of TSR Restricted Stock Unit Agreement for CEO and CFO.	10-Q	3/31/14	10.54	
10.52	2014 Form of TSR Restricted Stock Unit Agreement for all other Section 16 officers.	10-Q	3/31/14	10.55	
10.53	Lease between Digital 1350 Duane, LLC and Equinix LLC, dated March 27, 2014.	10-Q	3/31/14	10.56	
10.54	Amendment Agreement dated as of May 2, 2014, between Equinix, Inc. and Goldman, Sachs & Co., amending and restating the Master Terms and Conditions for Capped Call Transactions between Equinix, Inc. and Goldman, Sachs & Co. and amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.54	
10.55	Amendment Agreement dated as of May 2, 2014, between Equinix, Inc. and Deutsche Bank AG, London Branch, amending and restating the Master Terms and Conditions for Capped Call Transactions between Equinix, Inc. and Deutsche Bank AG, London Branch and amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.55	
10.56	Amendment Agreement dated as of May 2, 2014, between Equinix, Inc. and JPMorgan Chase Bank, National Association, London Branch, amending and restating the Master Terms and Conditions for Capped Call Transactions between Equinix, Inc. and JPMorgan Chase Bank, National Association, London Branch and amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.56	

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<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			
		<u>Form</u>	<u>Filing Date/ Period End Date</u>	<u>Exhibit</u>	<u>Filed Herewith</u>
10.57	Amendment Agreement, dated as of May 13, 2014, between Equinix, Inc. and Goldman, Sachs & Co., amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.57	
10.58	Amendment Agreement dated as of May 13, 2014, between Equinix, Inc. and Deutsche Bank AG, London Branch, amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.58	
10.59	Amendment Agreement dated as of May 13, 2014, between Equinix, Inc. and JPMorgan Chase Bank, National Association, London Branch, amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.59	
10.60	Amendment Agreement, dated as of June 6, 2014, between Equinix, Inc. and Goldman, Sachs & Co., amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.6	
10.61	Amendment Agreement dated as of June 6, 2014, between Equinix, Inc. and Deutsche Bank AG, London Branch, amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.61	
10.62	Amendment Agreement dated as of June 6, 2014, between Equinix, Inc. and JPMorgan Chase Bank, National Association, London Branch, amending the Confirmation for Base Capped Call Transaction.	10-Q	6/30/14	10.62	
10.63	English Translation of Extension Agreement to Shareholders' Agreement, dated as of April 29, 2014, among Equinix South America Holdings, LLC, RW Brasil Fundo de Investimento em Participações, Sidney Victor da Costa Breyer and Antonio Eduardo Zago de Carvalho, and as intervening party, Alog Soluções de Tecnologia em Informática s.a., Equinix, Inc., Riverwood Capital L.P., Riverwood Capital Partners L.P., Riverwood Capital Partners (Parallel – A) L.P. and Riverwood Capital Partners (Parallel – B) L.P.	10-Q	6/30/14	10.63	

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<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			
		<u>Form</u>	<u>Filing Date/ Period End Date</u>	<u>Exhibit</u>	<u>Filed Herewith</u>
10.64	English Translation of Extension Agreement No. 2 to Shareholders' Agreement, dated as of May 28, 2014, among Equinix South America Holdings, LLC, RW Brasil Fundo de Investimento em Participações, Sidney Victor da Costa Breyer and Antonio Eduardo Zago de Carvalho, and as intervening party, Alog Soluções de Tecnologia em Informática s.a., Equinix, Inc., Riverwood Capital L.P., Riverwood Capital Partners L.P., Riverwood Capital Partners (Parallel – A) L.P. and Riverwood Capital Partners (Parallel – B) L.P.	10-Q	6/30/14	10.64	
10.65	English Translation of Extension Agreement No. 3 to Shareholders' Agreement, dated as of June 10, 2014, among Equinix South America Holdings, LLC, RW Brasil Fundo de Investimento em Participações, Sidney Victor da Costa Breyer and Antonio Eduardo Zago de Carvalho, and as intervening party, Alog Soluções de Tecnologia em Informática s.a., Equinix, Inc., Riverwood Capital L.P., Riverwood Capital Partners L.P., Riverwood Capital Partners (Parallel – A) L.P. and Riverwood Capital Partners (Parallel – B) L.P.	10-Q	6/30/14	10.65	
10.66	English Translation of Extension Agreement No. 4 to Shareholders' Agreement, dated as of June 26, 2014, among Equinix South America Holdings, LLC, RW Brasil Fundo de Investimento em Participações, Sidney Victor da Costa Breyer and Antonio Eduardo Zago de Carvalho, and as intervening party, Alog Soluções de Tecnologia em Informática s.a., Equinix, Inc., Riverwood Capital L.P., Riverwood Capital Partners L.P., Riverwood Capital Partners (Parallel – A) L.P. and Riverwood Capital Partners (Parallel – B) L.P.	10.66	6/30/14	10.66	

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		<b><u>Form</u></b>	<b><u>Filing Date/ Period End Date</u></b>	<b><u>Exhibit</u></b>	
10.67	Agreement for Purchase and Sale of Shares Among RW Brasil Fundo de Investimentos em Participação, Antônio Eduardo Zago De Carvalho and Sidney Victor da Costa Breyer, as Sellers, and Equinix Brasil Participações Ltda., as Purchaser, and Equinix South America Holdings LLC., as a Party for Limited Purposes and ALOG Soluções de Tecnologia em Informática S.A. as Intervening Consenting Party dated July 18, 2014				X
18.2	Preferable Accounting Principles Letter from Pricewaterhouse Coopers LLP, Independent Registered Public Accounting Firm, dated April 24, 2013.	10-Q	3/31/13	18.2	
21.1	Subsidiaries of Equinix, Inc.				X
31.1	Chief Executive Officer Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Chief Financial Officer Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1	Chief Executive Officer Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2	Chief Financial Officer Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
101.INS	XBRL Instance Document.				X
101.SCH	XBRL Taxonomy Extension Schema Document.				X

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<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			<u>Filed Herewith</u>
		<u>Form</u>	<u>Filing Date/ Period End Date</u>	<u>Exhibit</u>	
101.CAL	XBRL Taxonomy Extension Calculation Document.				X
101.DEF	XBRL Taxonomy Extension Definition Document.				X
101.LAB	XBRL Taxonomy Extension Labels Document.				X
101.PRE	XBRL Taxonomy Extension Presentation Document.				X



**INDEX TO EXHIBITS**

<b><u>Exhibit Number</u></b>	<b><u>Description of Document</u></b>
10.67	Agreement for Purchase and Sale of Shares Among RW Brasil Fundo de Investimentos em Participação Antônio Eduardo Zago De Carvalho Sidney Victor da Costa Breyer as Sellers and Equinix Brasil Participações Ltda. as Purchaser, and Equinix South America Holdings LLC. as a Party for Limited Purposes Set Forth Herein and, ALOG Soluções de Tecnologia em Informática S.A. as Intervening Consenting Party.
21.1	Subsidiaries of Equinix, Inc.
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101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Document.
101.DEF	XBRL Taxonomy Extension Definition Document.
101.LAB	XBRL Taxonomy Extension Labels Document.
101.PRE	XBRL Taxonomy Extension Presentation Document.

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AGREEMENT FOR PURCHASE AND SALE OF SHARES

*among*

**RW BRASIL FUNDO DE INVESTIMENTOS EM PARTICIPAÇÃO**

**ANTÔNIO EDUARDO ZAGO DE CARVALHO**

**SIDNEY VICTOR DA COSTA BREYER**

*as Sellers*

*and*

**EQUINIX BRASIL PARTICIPAÇÕES LTDA.**

*as Purchaser,*

*and*

**EQUINIX SOUTH AMERICA HOLDINGS LLC.**

*as a party for limited purposes set forth herein*

*and,*

**ALOG SOLUÇÕES DE TECNOLOGIA EM INFORMÁTICA S.A.**

*as intervening consenting party.*

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JULY 18, 2014

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**AGREEMENT FOR PURCHASE AND SALE OF SHARES**

This Agreement for Purchase and Sale of Shares (the "Agreement") is entered into on July 18, 2014 by and among the parties below:

I. **SIDNEY VICTOR DA COSTA BREYER**, Brazilian, married, bearer of the identity card No. [\*\*\*\*], enrolled before the Taxpayer Registry (CPF/MF) under No. [\*\*\*\*], resident and domiciled in the City and State of [\*\*\*\*], at [\*\*\*\*] ("Sidney");

II. **ANTONIO EDUARDO ZAGO DE CARVALHO**, Brazilian, single, bearer of the identity card No. [\*\*\*\*], enrolled before the Taxpayer Registry (CPF/MF) under No. [\*\*\*\*], resident and domiciled in the City and State of [\*\*\*\*], at [\*\*\*\*] ("Eduardo");

III. **RW BRASIL FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES**, a *fundo de investimento em participações*, duly organized under the laws of the Federative Republic of Brazil, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. 13.417.743/0001-03, herein duly represented by its managing institution, CRV Distribuidora de Títulos e Valores Mobiliários S.A., a company with its headquarters in the City and State of São Paulo, at Avenida Presidente Juscelino Kubitschek, No. 2.041 and 2.235, Block A (part), Vila Olímpia, ZIP Code 04543-011, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. 62.318.407/0001-19, duly licensed by the Brazilian Securities Commission (*Comissão de Valores Mobiliários*) for the exercise of portfolios and securities management activities pursuant to the Declaratory Act No. 11,015 of April 29, 2010, herein represented pursuant to its Bylaws ("RW FIP") and jointly with Sidney and Eduardo, the "Sellers";

IV. **EQUINIX BRASIL PARTICIPAÇÕES LTDA.**, a limited liability company, duly organized under the laws of the Federative Republic of Brazil, enrolled before the National Register of Legal Entities (CNPJ/MF) No. 19.565.469/0001-04, with headquarters in the City and State of Rio de Janeiro, at Rua Martins Ferreira nº 91, sala 901 (parte), Botafogo (the "Purchaser");

V. **EQUINIX SOUTH AMERICA HOLDINGS, LLC**, a corporation duly organized and existing under the laws of Delaware, enrolled with the Brazilian National Register of Legal Entities (CNPJ/MF) under No. 13.215.498/0001-51, whose principal place of business is located at One Lagoon Drive, 4<sup>th</sup> Floor, Redwood City, California, United States of America, 94065 ("Equinix South America");

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And, as a party for purposes of Section II, Section V and Section VIII:

VI. **ALOG SOLUÇÕES DE TECNOLOGIA EM INFORMÁTICA S.A.**, a *sociedade anônima* duly organized under the laws of the Federative Republic of Brazil, enrolled before the National Register of Legal Entities (CNPJ/MF) under No. 03.672.254/0001-44, with headquarters in the City and State of São Paulo, at Rua Doutor Miguel Couto No. 58, 5th floor (the "Company");

(Purchaser and Sellers hereinafter referred to as "Parties" and, individually, as "Party")

#### RECITALS

WHEREAS, the Sellers hold an aggregate of 227.372.189 (two hundred twenty-seven million, three hundred seventy-two thousand, one hundred eighty-nine) common shares representing 47,8% of the outstanding capital stock of the Company and, each, individually, holds shares of issuance of the Company in the following proportion: (i) RW FIP holds 182.915.859 (one hundred eighty-two million, nine hundred fifteen thousand and eight hundred fifty-nine) common shares representing 38,6% of the outstanding capital stock of the Company; (ii) Sidney holds [\*\*\*\*] common shares representing [\*\*\*\*] of the outstanding capital stock of the Company; and (iii) Eduardo holds [\*\*\*\*] common shares representing [\*\*\*\*] of the outstanding capital stock of the Company (collectively, the "Shares");

WHEREAS the Sellers and Equinix South America entered into a shareholders' agreement of the Company dated as of October 31, 2012, with the Company, Equinix, Inc., Riverwood Capital L.P., Riverwood Capital Partners L.P., Riverwood Capital Partners (Parallel – A) L.P. and Riverwood Capital Partners (Parallel – B) L.P. as intervenient consenting parties (the "Shareholders' Agreement") to govern certain of the rights, duties and obligations of the shareholders of the Company;

WHEREAS, in lieu of exercising the Call Option, the Call Option on Management, the Put Option and the Management Put Option, the Purchaser desires to purchase and Sellers desire to sell all of the outstanding securities of the Company;

WHEREAS, as a result of the share purchase described above, the Sellers wish to sell and transfer and the Purchaser wishes to purchase all the Shares, free and clear of any Liens, for the price, terms and conditions established in this Agreement (the "Transaction");

WHEREAS the Sellers and Equinix South America entered into a share purchase agreement (the "First Share Purchase Agreement") according to which certain shareholders of the Company (Fundo Mútuo de Investimento em Empresas Emergentes – Stratus GC, Alexandre Guy Haegler, Marcus

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\*\*\*\* FISMA & OMB MEMORANDUM M-07-16

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Moraes de Oliveira, Erik da Costa Breyer, Sandra Haegler, Bettina Alessandra Haegler, Philip Eric Haegler, Bianca Haegler, Sidney, Eduardo, Antonio Carlos dos Santos Pina, Tecinvest Ltd., Stratus Corp., Winterpark Intl. Corp., Emanuel Gonçalves Dutra and Cristian Gallegos, jointly the "Alog Former Shareholders"), have transferred all of their shares issued by the Company to a investment vehicle jointly owned by Equinix South America and RW FIP denominated Zion RJ Participações S.A. ("Zion");

WHEREAS the purchase price due to the Alog Former Shareholders was divided between (i) an amount representing 83% of the capital stock of the Company paid on closing, and (ii) an amount representing 17% of the capital stock, up to a payment of up to R\$36,000,000 (thirty six million reais), in relation to which amount certain adjustments set forth in the First Share Purchase Agreement would apply (the "ACPP");

WHEREAS on April 25, 2011 Zion transferred to RW FIP and Equinix South America all rights and obligations related to the ACPP, in the proportion of 53% to Equinix South America and 47% to RW FIP and on May 24, 2014, Equinix South America and RW FIP entered into a settlement agreement with Alexandre Guy Haegler, Marcus Moraes de Oliveira, Erik da Costa Breyer, Sandra Haegler, Bettina Alessandra Haegler, Philip Eric Haegler, Bianca Haegler, Sidney, Eduardo, Antonio Carlos dos Santos Pina, Emanuel Gonçalves Dutra and Cristian Gallegos to regulate new terms and conditions to be observed for any and all outstanding payments of the ACPP (the "Settlement Agreement");

WHEREAS Equinix South America intends to assume all rights and obligations of RW FIP under the Settlement Agreement and, which will result in a deduction from the RW FIP Purchase Price (as defined below);

NOW THEREFORE, the Parties resolve to enter into this Agreement, according to the following provisions:

## **SECTION I DEFINITIONS**

1.1. Definitions. For the purpose of this Agreement (including the Preamble above and its Schedules), except as otherwise provided for herein, the following terms and expressions, when used in this Agreement, shall have the following meanings:

"Agreement" shall have the meaning set forth in the Preamble of this Agreement.

"Arbitral Tribunal" shall have the meaning set forth in Section 6.4.

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“Arbitration Chamber” shall have the meaning set forth in Section 6.3.

“Arbitration Rules” shall have the meaning set forth in Section 6.3.

“Authorization” shall mean any and all authorizations, consents, approvals, orders, resolutions, licenses, concessions, permissions, notices, exemptions, filings, waivers, grants, agreements, certificates, national, and/or international certifications, decrees, judicial decisions, injunctions, registries, legalizations by notary public, or registries made by any Governmental Authority.

“Brazil” shall mean the Federative Republic of Brazil.

“Brazilian Civil Procedure Code” shall have the meaning set forth in Section 8.5.

“Business Day” shall mean any day except Saturdays, Sundays and other days when commercial banks do not operate by legal determination or prerogative in the City and State of São Paulo.

“Claim” shall mean, as the case may be, any charge, claim, demand, lawsuit, proceeding, complaint, investigation, audit, inquiry, notice, arbitration, mediation or other type of judicial, administrative or arbitral action or proceeding (whether formal or informal).

“Closing” shall have the meaning set forth in Section 3.2.

“Closing Date” shall have the meaning set forth in Section 3.2.

“Communications” shall have the meaning set forth in Section 8.1.

“Company” shall have the meaning set forth in the Preamble of this Agreement.

“Dispute” shall have the meaning set forth in Section 6.1.

“Eduardo” shall have the meaning set forth in the Preamble of this Agreement.

“Equinix South America” shall have the meaning set forth in the Preamble of this Agreement.

“Governmental Authority” shall mean any and all bodies, agencies, departments, secretariats, courts, or other instrumentality of Brazilian or foreign governments, whether at the federal, state or municipal level, directly or indirectly linked to the judiciary, legislative and executive branches of the government, any arbitration chamber or court, self-regulatory agencies, the public attorney’s office, or other governmental authorities.

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“Indemnified Party” shall mean any of the Parties to whom indemnification is due under the terms of this Agreement.

“Indemnifying Party” shall mean any of the Parties from whom indemnification is sought under the terms of this Agreement.

“Involved Parties” shall have the meaning set forth in Section 6.1.

“Law” shall mean any statute, law, ordinance, regulation, rule, code, order, requirement, decision, or rule of law of any Governmental Authority (including amendments to any constitution, *leis complementares, leis ordinárias, leis delegadas, medidas provisórias, decretos, decretos legislativos, resoluções, portarias, circulares, cartas-circulares* and *instruções*).

“Liens” shall mean any and all liens or encumbrances, including, but not limited to, *caução, penhor, hipoteca, arrolamento*, pledges, burdens, personal guarantees, hypothecations, judicial constraints (*penhora*), security interests, options, rights of first refusal, mortgages, title retentions, voting agreements, preemptive rights, *alienação fiduciária* or *cessão fiduciária* or any other *direito real de garantia*, environmental liens, Tax liens, easements, preferential arrangements, restrictive covenants, conditions or restrictions of any nature on the use, voting, transfer, receipt of income or other exercise of attributes of ownership; provided, that “Liens” shall not include any restrictions on transfer or Liens under the applicable securities Laws and/or pursuant to the Shareholders’ Agreement.

“Loss” shall mean, with respect to a Person, all losses, disbursements, fines, fees, penalties settlements, awards, damages, costs or expenses (including reasonable legal, accounting and other professional fees and costs, including, without limitation, the cost of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers in connection with such Loss); provided that it derives from (i) a final non-appealable decision (*decisão transitada em julgado*), (ii) an arbitral award or (iii) a judicial settlement.

“Notice of Dispute” shall have the meaning set forth in Section 6.1.

“Notice of End of Negotiation” shall have the meaning set forth in Section 6.2.

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“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority of competent jurisdiction.

“Party” and “Parties” shall have the meaning set forth in the Preamble of this Agreement.

“Person” shall mean any natural person, legal entity, professional or commercial partnership, sole proprietorship, investment fund, association, foundation, partnership, close-ended private pension fund, consortium, trust, joint venture, mutual fund or other form of organization with or without legal personality, any governmental authority or any other entity capable of contracting rights and obligations.

“Purchase Price” shall have the meaning set forth in Section 2.2.

“Purchaser” shall have the meaning set forth in the Preamble of this Agreement.

“Related Persons” means, with respect to any Person, any affiliate or successor of such Person, and any and all directors, officers, employee, partners (limited or general), members, stockholders, equityholders and controlling persons of any of the foregoing.

“RW FIP” shall have the meaning set forth in the Preamble of this Agreement.

“Sellers” shall have the meaning set forth in the Preamble of this Agreement.

“Share Pledge Agreement” shall mean the share pledge agreement dated as of October 31, 2012 entered into by and among RW FIP, Equinix and the Company.

“Shares” shall have the meaning set forth in the Preamble of this Agreement.

“Shareholders’ Agreement” shall have the meaning set forth in the Preamble of this Agreement.

“Sidney” shall have the meaning set forth in the Preamble of this Agreement.

“Taxes” shall mean all taxes, contributions, fees, levies or other assessments or fiscal debts (including the respective interest and fines thereon, as well as the corresponding surcharges) withheld or applied, by estimation or other related criterion, on income, franchises, capital stock, profits, windfall profits, gross revenues, sale, use, added value, transfer, registration, stamp, consumption, customs activity, employee severance benefits, environmental matters, assets, chattels and real properties, ad valorem, usufruct, licensing, hiring, payroll, workers compensation and social security or severance indemnity guarantee fund.

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“Third Party” shall mean any Person other than the Parties hereof.

“Third-Party Claim” shall mean a Dispute involving Third Parties that constitutes or may constitute a Loss.

“Transaction” shall have the meaning set forth in the Preamble of this Agreement.

1.2. Interpretation. Except as otherwise provided herein, the interpretation of this Agreement shall abide by the following rules:

- (i) any reference in this Agreement to “Sections” and “Schedules” shall be understood to refer to the respective sections and schedules of this Agreement. Any reference in this Agreement to a section includes all sections of said clause, and any reference to a section includes all paragraphs of said section. All Schedules hereof or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;
- (ii) words defined in the singular include the plural and vice versa, and words in the masculine gender include the feminine gender and vice versa;
- (iii) references in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, supplemented or replaced from time to time in accordance with the terms of such document or agreement and to include any schedules, Schedules, and/or schedules in connection therewith;
- (iv) the words “hereof”, “herein” and “hereunder” and derivative or similar words used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (v) whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import;
- (vi) each heading in this Agreement has been included for ease of reference and shall not be taken into account for the interpretation of the contents of each such section;
- (vii) references to any law include all rules and regulations promulgated thereunder;

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- (viii) any list of items where the copulative conjunction “and” is used includes any and all of the items included in said list; and
  - (ix) any list of items where the disjunctive conjunction “or” is used includes some of the items included in said list.

**SECTION II**  
**PURCHASE AND SALE OF SHARES; PURCHASE PRICE**

2.1. Purchase and Sale of Shares. According to the terms and subject to the conditions set forth in this Agreement, the Sellers hereby undertake to sell and transfer to the Purchaser and the Purchaser undertakes to purchase and receive from the Sellers, on the Closing Date, the Shares, free and clear of any Liens.

2.2. Purchase Price. In consideration for the purchase of the Shares, the Purchaser agrees to pay to the Sellers, on the Closing Date, the aggregate price of R\$489.156.013,42 (four hundred eighty-nine million, one hundred fifty-six thousand, thirteen reais and forty-two cents) (the “Purchase Price”), by means of electronic transfer of immediately available funds to the bank accounts indicated in Schedule 2.2, in the proportion indicated below:

- (i) R\$393.515.111,82 (three hundred ninety-three million, five hundred fifteen thousand, one hundred and eleven reais and eighty-two cents) to RW FIP (the “RW FIP Purchase Price”);
- (ii) [\*\*\*\*] to Sidney;
- (iii) [\*\*\*\*] to Eduardo;

2.3. Deduction from the RW FIP Purchase Price. The Parties, Equinix South America and the Company agree that the contingencies, as described in Schedule 2.3 (the “Contingencies”) shall be deducted from the RW FIP Purchase Price and the net amount of R\$385.711.221,75 (three hundred eighty-five million, seven hundred eleven thousand and two hundred and twenty-one Reais and seventy-five cents) shall be due on the Closing Date as payment of the RW FIP Purchase Price. As a result, the Purchaser, Equinix South America and the Company shall become entirely responsible for any and all payments due to Sidney Victor da Costa Breyer, Alexandre Guy Haegler, Marcus Moraes de Oliveira, Erik da Costa Breyer, Sandra Haegler, Bettina Alessandra Haegler, Philip Eric Haegler, Bianca Haegler, Antonio Eduardo Zago de Carvalho, Antonio Carlos dos Santos Pina, Emanuel Gonçalves Dutra and Cristian Gallegos under the Settlement Agreement executed with

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RW FIP and Equinix South America on May 24, 2013. By virtue of such arrangement, the Purchaser, Equinix South America and the Company shall bear (i) any and all benefits eventually deriving from the non materialization of the Contingencies or materialization of the Contingencies in amounts below the estimates, and (ii) any and all responsibilities for the Contingencies that eventually materialize, even if they exceed the estimates.

2.3.1 Equinix South America, the Company and RW FIP agree to endeavor their best efforts to execute an amendment to the Settlement Agreement reflecting the transfer and release described in Section 2.3 above as soon as practicable with respect to RW FIP, duly signed by all parties thereto, including, Sidney Victor da Costa Breyer, Alexandre Guy Haegler, Marcus Moraes de Oliveira, Erik da Costa Breyer, Sandra Haegler, Bettina Alessandra Haegler, Philip Eric Haegler, Bianca Haegler, Antonio Eduardo Zago de Carvalho, Antonio Carlos dos Santos Pina, Emanuel Gonçalves Dutra and Cristian Gallegos. In the event the execution of such instrument does not occur, Equinix South America, the Company and the Purchaser hereby agree to execute and pay any all and payments related to the ACPP as from and after the Closing Date with respect to RW FIP and to continue to endeavor their best efforts to obtain the execution of an amendment to the Settlement Agreement reflecting the transfer and release described in Section 2.3 by each of the Persons that failed to execute and deliver such instrument. Furthermore, Equinix South America, the Company and the Purchaser hereby agree jointly and severally to indemnify and hold RW FIP and its Related Persons harmless from any and all losses, liabilities, damages and claims arising from or related to the Settlement Agreement, including regarding the payment of all or any portion of the ACPP.

2.4. Taxes. Each Party shall be responsible, pursuant to the applicable Laws, to calculate, assess, deduct and pay all Taxes under their responsibility concerning the Purchase Price.

### **SECTION III CONDITIONS PRECEDENT; CLOSING**

#### 3.1 Conditions to Closing.

3.1.1 The obligations of the Purchaser to acquire the Shares and to consummate the Transaction, as well as the obligation of each of the Sellers to transfer the Shares and to consummate the Transaction, are conditioned upon the satisfaction or waiver (by the party entitled to the benefit of such condition) of each of the following conditions (the conditions in Section 3.1.1, 3.1.2 and 3.1.3 are referred to herein as the “Conditions Precedent”):

- (a) Conclusion of the process of capitalization of the Purchaser by Equinix South America;
- (b) Execution and delivery of the Agreement for Exercise of Stock Options and

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Purchase and Sale of Resulting Shares by and between the Purchaser, the Company, and each of Antonio Eduardo Zago de Carvalho, Nelson de Mendonça Geromel, Rodrigo Liviero Guerrero, Victor Goncalves Amaud, Peter Flores Catta Preta and Marcelo Junior da Silva;

- (c) There shall not be in effect any Law or Order of any Government Authority that would prevent, prohibit or make illegal the Closing to be performed;

3.1.2 The obligations of the Purchaser to acquire the Shares and to consummate the Transaction are conditioned upon the satisfaction or waiver (by the Purchaser) of each of the following conditions:

- (a) The representations and warranties of the Sellers contained in this Agreement shall be true and correct in all respects as of the Closing Date, as if made on and as of the Closing Date;
- (b) The covenants and other agreements to be performed under this Agreement by the Seller on or prior to the Closing Date shall have been duly performed in all respects.
- (c) The Purchaser shall have received a certificate signed by an officer of each Seller (if it is an entity) or by the Seller (if it is a natural person), dated the Closing Date, to the effect that the conditions specified in Sections 3.1.2(a) and 3.1.2(b) solely with respect to such Seller are satisfied.

3.1.3 The obligations of the Sellers to transfer the Shares and to consummate the Transaction are conditioned upon the satisfaction or waiver (by the Sellers) of each of the following conditions:

- (a) The representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all respects as of the Closing Date, as if made on and as of the Closing Date; and
- (b) The covenants and other agreements to be performed under this Agreement by the Purchaser on or prior to the Closing Date shall have been duly performed in all respects.
- (c) The Sellers shall have received a certificate signed by an officer of the Purchaser, dated the Closing Date, to the effect that the conditions specified in Sections 3.1.3(a) and 3.1.3(b) are satisfied.

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3.2 Closing. The closing of the Transaction (the “Closing”) shall take place at the offices of Machado Meyer, Sendacz e Opice Advogados, Rua Lauro Müller, No. 116, 17th floor, 22290160, in the City and State of Rio de Janeiro, Brazil, not later than 3 (three) Business Days after the fulfillment or waiver of all the Conditions Precedent set forth in Section 3.1 or at such other time and place as the Parties may mutually agree upon in writing. The date on which the Closing is consummated is called the “Closing Date”. Each of the Parties hereto agrees to use its respective reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done as promptly as practicable, all things necessary, proper and advisable under applicable Law to (i) consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

3.3. Closing Acts. On the Closing Date, for the purpose of consummating the Transaction, the Parties shall practice the following acts, all of which shall be considered part of the Closing and as having been carried out concomitantly:

- (i) Payment by the Purchaser to the Sellers of the Purchase Price, less any deductions as provided herein;
- (ii) Execution and delivery by the Sellers to the Purchaser of a payment receipt of the Purchase Price;
- (iii) Transfer of the Shares, upon execution by the Purchaser and the Sellers of the Company’s Nominative Share Transfer Register Book;
- (iv) Registration by the Company of the Purchaser as owner of the Shares in the Company’s Nominative Share Register Book;
- (v) Closing of the Agreement for Exercise of Stock Options and Purchase and Sale of Resulting Shares between Purchaser, the Company, and each of Antonio Eduardo Zago de Carvalho, Nelson de Mendonça Geromel, Rodrigo Liviero Guerrero, Víctor Goncalves Araud, Peter Flores Catta Preta and Marcelo Junior da Silva;
- (vi) Execution of the termination of the Shareholders’ Agreement, substantially in the form of Schedule 3.3(vi); and
- (vii) Execution of the termination and release of the Share Pledge Agreement dated as of October 31, 2012, entered into by and among RW FIP, Equinix and the Company, substantially in the form of Schedule 3.3(vii).

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3.3.1. The Parties hereby undertake to sign and deliver any and all the other instruments or documents, as well as to carry out all the recordings, filings and registrations necessary to establish the full efficacy to the Closing acts set forth in Section 3.3.

**SECTION IV  
REPRESENTATIONS AND WARRANTIES**

4.1. Sellers' Representations and Warranties. On the date hereof, each of the Sellers represent and warrant the following to the Purchaser, individually and severally (and not jointly) in accordance with the participation held by each such Seller in the capital stock of the Company, with the veracity, currency, precision and completeness of such representations and warranties and acknowledge that such representations and warranties are an essential condition for the Purchaser's decision to enter into this Agreement and consummate the Transaction:

- (i) Authorization; Validity of the Agreement. Such Seller has full power and authority to enter into, execute, deliver and perform its obligations under this Agreement, including to sell and transfer the Shares owned by such Seller to the Purchaser. The execution of this Agreement by such Seller was duly and validly carried out and no other act or procedure is necessary to authorize the execution and performance of this Agreement. This Agreement and the Schedules hereto constitute a valid and binding obligation of such Seller, enforceable against such Seller in accordance with their terms and conditions;
- (ii) Existence and Regularity. In the case of (a) RW FIP, RW FIP is a *fundo de investimento em participações*, duly incorporated and validly existing according to the Laws of Brazil, and has full powers and authority to possess, hold, lease, sell and in any other way dispose of its respective goods and assets, as well as to conduct and develop its business activities as they are currently being conducted and to engage in all the transactions contemplated in this Agreement and the Schedules; and (b) in the case of any other Seller, such Seller is a natural person and has full powers and authority to possess, hold, lease, sell and in any other way dispose of its respective goods and assets, and to engage in all the transactions contemplated in this Agreement and the Schedules. Such Seller is not subject to any process of insolvency or bankruptcy according to the applicable Laws of Brazil;
- (iii) Absence of Conflict or Violation. The execution and performance of this Agreement by such Seller, as well as the consummation of the acts set forth in this Agreement by such Seller shall not: (a) if such Seller is not a natural person, conflict with or violate the organizational document of such Seller, (b) require any

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previous filing by such Seller with any Governmental Authority or any Authorization; (c) require any prior consent from any Third Parties that have not already been obtained by such Seller as of the date hereof; and (d) result in any breach, violation or default of any agreement, Law or agreement, except in the case of the foregoing clauses (b), (c) and (d), as would not have or be reasonably likely to have, individually or in the aggregate, a material adverse effect on the ability of such Seller to consummate the Closing with respect to such Seller or otherwise materially delay or impede the Closing with respect to such Seller;

- (iv) Pending Acts. As of the date hereof, there is no Dispute involving such Seller before any Governmental Authority that, if decided negatively, would reasonably be likely to materially interfere with such Seller's capacity to comply with its obligations resulting from this Agreement and the Schedules;
- (v) Shares Ownership. Other than (a) the Shares owned by such Seller that are to be purchased and sold pursuant to this Agreement and (b) any Vested Options owned by such Seller that are to be exercised, purchased and sold pursuant to the Agreement for Exercise of Stock Options and Purchase and Sale of Resulting Shares, such Seller does not own any equity interest in the Company or any security or other right convertible into or exercisable or exchangeable for any equity interest in the Company. Such Seller is the lawful owner and possessor of the Shares owned by such Seller, which are free and clear of any and all Liens. Such Shares have been duly authorized, legally issued and are fully paid-up, as well as, except for the provisions of the Shareholders' Agreement, there are no other subscription rights, call options granted or other rights of first refusal for the acquisition or subscription of any shares or any other securities arising out of such Shares which, if exercised, would grant to its holders shares issued by the Company, or that could be converted on, or exchanged for, shares issued by the Company, issued or to be issued in the future. Except for this Agreement, such Seller has not entered into any agreement or made any commitment to any Third Party to dispose of or have the right to dispose of such Shares; and
- (vi) Shareholders' Agreements. Except for the Shareholders' Agreement, such Seller is not party to any shareholders' agreements, voting agreements, purchase options or other agreements related to governance, sharing of rights related to shares and/or creation of any rights over the Shares owned by such Seller.

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4.2. Purchaser's Representations and Warranties. The Purchaser and Equinix South America represent and warrant the following to each of the Sellers, with the veracity, currency, precision and completeness of such representations and warranties and acknowledge that such representations and warranties are an essential condition for the Sellers' decision to enter into this Agreement and consummate the Transaction:

- (i) Authorization; Validity of the Agreement. The Purchaser and Equinix South America have full powers and authority to enter into, execute, deliver and perform their obligations under this Agreement, including, in respect to the Purchaser, to purchase and receive the Shares from the Sellers. The execution of this Agreement by the Purchaser and Equinix South America was duly and validly carried out and no other act or procedure is necessary to authorize the execution and performance of this Agreement. This Agreement and the Schedules hereto constitute a valid and binding obligation of the Purchaser and Equinix South America, enforceable against each of them in accordance with their terms and conditions;
- (ii) Existence and Regularity. In the case of (a) the Purchaser, the Purchaser is a *sociedade limitada* duly organized and validly existing in conformity with Brazilian Law and is in a regular situation with the applicable Laws and has full capacity to hold, possess and dispose of its goods and assets, including to purchase and receive the Shares, as well as to conduct its activities as they are currently being conducted and to engage in all the transactions contemplated in this Agreement and the Schedules; and (b) Equinix South America, Equinix South America is a company, duly incorporated and validly existing according to the Laws of the State of Delaware, United States of America, and is in a regular situation with the applicable Laws and has full capacity to hold, possess and dispose of its goods and assets, as they are currently being conducted and to engage in all the transactions contemplated in this Agreement and the Schedules. Neither the Purchaser nor Equinix South America is subject to any process of insolvency or bankruptcy according to the applicable Laws;
- (iii) Absence of Conflict or Violation. The execution and performance of this Agreement by the Purchaser and by Equinix South America, as well as the consummation of the acts set forth in this Agreement shall not: (a) require any previous filing with any Governmental Authority or any Authorization; (b) require any prior consent from any Third Parties that have not already been obtained as of the date hereof; and (iii) result in any breach, violation or default of any agreement, Law or agreement; and
- (iv) Pending Acts. There is no Dispute involving the Purchaser or Equinix South America before any Governmental Authority that, if decided negatively, can interfere with the Purchaser's or Equinix South America's capacity to comply with their obligations resulting from this Agreement and the Schedules.

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- (v) Available Funds. A Related Person of the Purchaser has as of the date hereof and the Purchaser will have at Closing available funds necessary for the satisfaction of all of the Purchaser's obligations under this Agreement, including the payment of the applicable Purchase Price to each Seller and any expenses incurred by the Purchaser or Equinix South America in connection with the transactions contemplated by this Agreement.

**SECTION V  
INDEMNIFICATION**

5.1. Sellers' Obligation to Indemnify. Each Seller hereby agrees individually and severally (and not jointly), from and after the Closing Date with respect to such Seller, to indemnify, defend and hold harmless the Company, the Purchaser and any of its Related Persons, from any Losses effectively suffered or incurred by any of them, caused by, resulting from or arising out of:

- (i) any breach, misrepresentation, omission, error, inadequacy or inaccuracy of any representation made by such Seller in this Agreement; and/or
- (ii) any violation by such Seller of its obligations and/or commitments assumed hereby and set forth herein.

5.1.1 Notwithstanding anything in this Agreement to the contrary, in no event shall any Seller be obligated to pay for Losses (individually or in the aggregate) pursuant to this Section 5.1 in excess of the Purchase Price actually received by such Seller.

5.2. Purchaser's Obligation to Indemnify. Equinix South America, the Purchaser and the Company hereby agree severally and jointly, from and after the Closing Date with respect to each Seller, to indemnify, defend and hold harmless such Seller and its Related Persons from any Losses effectively suffered or incurred by any of them, caused by, resulting from or arising out of:

- (i) any breach, misrepresentation, omission, error, inadequacy or inaccuracy of any representation made by Equinix South America and/or the Purchaser in this Agreement; and/or
- (ii) any violation by Equinix South America and/or the Purchaser of its obligations and/or commitments assumed hereby and set forth herein.

5.3. Payment of Indemnities. Any amount due under this Section V with respect to any Loss shall be paid by the Indemnifying Party (i) in the event of a Third-Party Claim, within 10 (ten)

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Business Days following issuance of a final non-appealable decision (*decisão transitada em julgado*) in respect thereof; and (ii) in the event of a Direct Claim (a) within 10 (ten) Business Days as from acceptance of the Indemnifying Party being held liable for the payment of the Loss; or (b) within 10 (ten) Business Days following issuance of a final non-appealable decision (*decisão transitada em julgado*) in respect thereof.

5.4. Default. If a payment owed under the terms this Section V is not timely paid, such amounts will be adjusted by 100% of the variation of the CDI as informed by CETIP, from the due date of the payment until the date of full payment.

5.5. Term of the Obligations to Indemnify. The indemnification obligation of the Sellers and the Purchaser set forth in this Section V shall survive and remain valid for the expiration of the statute of limitations (*prazo prescricional*) set forth by applicable Law for the events which generated such indemnification obligation, except that notwithstanding anything herein to the contrary, any claim for indemnification that is asserted by written notice within the survival period shall survive until resolved as contemplated in Section 5.3 or a written agreement between the Purchaser and the applicable Seller(s) who have made such indemnification claim.

5.6. Obligation to Minimize Losses. The Parties agree to use their reasonable best efforts, upon the occurrence of a Loss indemnifiable under this Section V (or the receipt of a notice of a Third-Party Claim which may give rise to such a Loss), to mitigate, in good faith and to the extent possible, the effective Loss indemnifiable under this Section V to be suffered by an Indemnified Party and indemnified by any Indemnifying Party, according to Section V of this Agreement, including refraining from practicing any act that could result in a Third Party Claim.

5.7. Gross up. Any indemnification owed in connection with this Section V, shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future Taxes of whatever nature imposed or levied by or on behalf of any Governmental Authority, unless such Party is compelled by law to deduct or withhold such Taxes, duties, assessments, or governmental charges. In such event, this Party will make such deduction or withholding, make payment of the amounts so withheld to the appropriate Governmental Authority and pay such additional amounts as may be necessary to ensure that the net amounts received by respective recipient Parties after such withholding or deduction shall equal the amounts which would have been received in the absence of such withholding or deduction.

## **SECTION VI DISPUTE RESOLUTION**

6.1. Procedure for Dispute Resolution and Jurisdiction. If any controversies, disputes, questions,

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doubts, divergences, matters or discrepancies of any nature directly or indirectly related to and/or resulting from (i) the existence and/or exercise of any right or obligation set forth in this Agreement; and/or (ii) the existence and/or occurrence of any Loss; and/or (iii) the interpretation of the terms, conditions and provisions of this Agreement (henceforth called "Dispute"), involving any of the Parties (the "Involved Parties"), those Involved Parties shall meet to resolve the Dispute in amicable form. For this purpose, any of the Involved Parties may send a notice of Dispute (the "Notice of Dispute") to the other Involved Parties to attend a meeting to try to resolve the Dispute by means of discussions conducted in good faith. If no amicable solution is reached, through a written settlement signed by the Involved Parties, within a period of 30 (thirty) days counted from that meeting, the Dispute shall be resolved by arbitration under the terms of this Section VI.

6.2. Notice of End of Negotiations. If within the period of 30 (thirty) days following the delivery of the Notice of Dispute any of the Involved Parties considers the possibility of obtaining an amicable solution to the Dispute to be remote, he/it may send to the other Involved Party a notice concluding the negotiations (the "Notice of End of Negotiations"). If after 5 (five) days of delivery of the Notice of End of Negotiations or the end of the period established in Section 6.1 the Involved Parties have not signed a written settlement to resolve the Dispute, whichever occurs first, any of the Involved Parties may commence the arbitration.

6.3. Arbitration. The arbitration shall be conducted by the Center for Arbitration and Mediation of the Brazil-Canada Chamber of Commerce (the "Arbitration Chamber"), according to the Arbitration Rules of the Arbitration Chamber in force at the time of the arbitration (the "Arbitration Rules"), taking into consideration any alterations of the Arbitration Rules made by mutual agreement of the Involved Parties.

6.3.1. The arbitration shall be conducted in the English language in the City and State of São Paulo, but the Arbitral Tribunal, upon justification, may designate hearings or inquiries in other places.

6.3.2 The arbitration shall be at Law, applying the rules and principles of the Brazilian legal system, expressly excluding any possibility of judgment in equity.

6.4. Arbitral Tribunal. The Arbitral Tribunal shall be composed of 3 (three) arbitrators (the "Arbitral Tribunal"), one appointed by the Involved Party that is the claimant and one by the Involved Party that is the respondent, with the third arbitrator, who will act as the president of the Arbitral Tribunal, to be appointed by the two arbitrators named by the Parties. The choice of the third arbitrator shall be made within 10 (ten) days of the appointment of the second arbitrator.

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6.4.1. When there are multiple Involved Parties, either as claimants or respondents, the multiple claimants shall together appoint one arbitrator and/or the multiple respondents shall appoint one arbitrator under the terms of Section 6.4.

6.4.2. Any omissions, disputes, doubts or absence of agreement regarding the appointment of the arbitrators by the Involved Parties or the choice of the third arbitrator shall be resolved by the Arbitration Chamber.

6.5. Duration of the Arbitration. The arbitration shall be concluded within 6 (six) months counted from the execution of the submission to arbitration instrument, as set forth in the Arbitration Rules, a term that may be extended by a justified decision of the Arbitral Tribunal.

6.6. Arbitration Expenses. The Arbitral Tribunal shall decide on the division of the expenses and the setting of the adverse costs, observing the Arbitration Rules, and in the case of their omission or incompleteness, observing the principles of adverse decision (total or partial), reasonableness and proportionality.

6.7. Recourse to the Judiciary. The Involved Parties recognize that any of them may apply to the judiciary, exclusively for the following measures, with application for such measures not being interpreted as waiver by the Involved Parties of submission of the Dispute to arbitration: (i) to establish the arbitration; (ii) to obtain injunctive and precautionary remedies before the confirmation of the Arbitral Tribunal; (iii) to enforce any decision of the Arbitral Tribunal, including the final award; (iv) to obtain specific performance of this Agreement, before confirmation of the Arbitral Tribunal; and (v) for other procedures expressly admitted by Law 9,307/96, as amended. For that purpose, the Parties elect the court district of the City and State of São Paulo, to the express exclusion of any other forum, not matter how privileged. In addition to the authority of the Arbitration Chamber established in the Arbitration Rules, the Arbitration Chamber shall also have authority to impose provisional measures, including injunctions or restraining orders.

6.7.1. The execution of the decisions rendered by the Arbitral Tribunal shall be preferably required to the Courts of São Paulo; provided, that in the event it is necessary or useful, the execution may be required to any other court or jurisdiction, including abroad.

6.8. Binding Nature of Arbitration. The arbitral award shall be issued in writing, shall indicate the reasons and grounds and shall be final, binding and enforceable against the Involved Parties according to its terms, with no right of appeal except requests for correction and clarifications as set forth in Article 30 of Law 9,307/96, as amended. The Arbitral Tribunal may grant any remedy available and appropriate according to applicable Law, including specific performance.

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6.9. Confidentiality of the Arbitration. The Involved Parties agree that the arbitration shall be kept strictly confidential, and its elements (including, without limitation, the allegations of the Involved Parties, evidence, expert opinions and other manifestations of third parties and any other documents presented or exchanged during the course of the arbitral proceeding) may only be revealed to the Arbitral Tribunal, the Parties, their lawyers and any other person necessary to develop the arbitration, except if that disclosure is demanded for compliance with obligations imposed by Law or any competent Governmental Authority.

## **SECTION VII TERM; TERMINATION**

7.1. Term. This Agreement takes effect on this date and shall remain in effect as long as the indemnification obligation of the Parties subsists, under the terms set forth herein, unless terminated pursuant to Section 7.2.

7.2. Termination Events. This Agreement may only be terminated, up to the Closing Date, by means of or due to the occurrence of one of the following cases:

- (i) By written agreement between the Parties;
- (ii) By the Purchaser or the Sellers if any Law or Order is enacted that prevents the consummation of the Transaction; and/or
- (iii) In the event of non fulfillment of the conditions precedent set forth in Sections 3.1 within 30 (thirty) days as from the date hereof, unless such period is extended by mutual agreement by the Parties.

7.3. Effects of Termination. In the event of the termination of this Agreement with based on the provisions of Section 7.2, the Parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to the Parties; provided, however, that, no such termination shall relieve any Party from liability for any breach by that Party of this Agreement. Should this Agreement be terminated, the provisions related to dispute resolution established in Section VI and the miscellaneous provisions of Section VIII, shall survive the termination of this Agreement and remain force following the date of termination.

## **SECTION VIII MISCELLANEOUS PROVISIONS**

8.2. Communications. All communications between the Parties (the "Communications") shall be in writing and (i) delivered personally, against signed acknowledgement of receipt, or (ii) sent by

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express delivery services, with a mail tracking system, or (iii) by registered or certified letter, sent postage prepaid, with return receipt. The Communications shall be addressed to the following persons and addresses, or to any other person or address that the one Party may indicate to the other from time to time, hereby defined preliminarily as follows:

*If to the Purchaser:*

EQUINIX BRASIL PARTICIPAÇÕES LTDA.  
Rua Martins Ferreira nº 91, sala 901 (parte), Botafogo  
Rio de Janeiro - RJ  
22271-010  
Att. Mr. Marcelo Silva  
Tel.: (11) 97431-3889

*If to RW FIP:*

RW Brasil Fundo de Investimento em Participações  
Avenida Presidente Juscelino Kubitschek, nº 2041, and 2235, Bloco A, Vila Olímpia  
São Paulo - SP  
CEP 04543-011  
Att.: Custody and Securities Services  
Tel.: (11) 3553-7010

*If to Sidney:*

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*If to Eduardo:*

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*If to Equinix South America:*

One Lagoon Drive, 4th Floor  
Redwood City, CA  
94065  
Att. General Counsel  
Te.: 1 650-598-6000

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*If to the Company:*

ALOG SOLUÇÕES DE TECNOLOGIA EM INFORMÁTICA S.A.  
Rua Doutor Miguel Couto No. 58, 5th floor  
Centro, São Paulo - SP  
CEP 01008-010  
Att. Marcelo Junior da Silva  
Tel.: (11) 35244300

*All with copy to: (which shall not constitute a Communication):*

MACHADO, MEYER, SENDACZ E OPICE ADVOGADOS  
Rua Lauro Müller, nº 116, 17º andar, Botafogo  
Rio de Janeiro - RJ  
22290-120  
Att.: Mr. Giovanni Biscardi  
Fax: (21) 3572-3000

8.2.1. Any notice sent according to this clause will be considered as having been delivered (i) if delivered in person, on the date indicated on the acknowledgment of receipt; (ii) if sent by express delivery service, on the date of delivery as indicated in the respective tracking system; or (iii) if sent by registered or certified letter, postage paid, on the date indicated on the return receipt.

8.3. Best Efforts. Under the terms and conditions of this Agreement, the Parties and the Company undertake to perform, and to cause to be performed, all reasonable acts and to take, or cause to be taken, all reasonable measures as necessary under the terms of applicable Law to consummate the Transaction. The Parties and the Company undertake to sign and deliver all the documents, contracts and other instruments and to practice all the other reasonable acts as necessary or suitable to consummate and implement the Transaction with reasonable agility.

8.4. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the Transaction contemplated hereby shall be paid by the Party incurring such cost and expenses, whether or not the Closing shall occurred.

8.5. Irrevocability and Irreversibility. This Agreement is entered into by the Parties and the Company irrevocably and irreversibly.

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8.6. Specific Performance. The Parties and the Company acknowledge and further agree that cash indemnities may be inadequate remedy in case of breach of any provision hereunder. Therefore, the compliance with any obligations contained herein may be demanded through specific performance by the Party who is the creditor of the obligation, pursuant to Articles 461 et seq. of Law No. 5,869, dated January 11, 1973, as amended (the "Brazilian Civil Procedure Code"), and the defaulting Party shall be liable for Losses and damages to which it gives rise. This remedy shall not be considered the exclusive remedy for the breach of this Agreement, but only an additional remedy to others that may be available.

8.7. Waiver, Novation. This Agreement may only be altered, substituted, cancelled, renewed or extended, and the terms of this Agreement may only be waived, by a written instrument signed by all the Parties and the Company, or in the case of waiver, by the party that is waiving the corresponding right. Except if expressly set forth otherwise in this Agreement, the fact that a Party does not promptly demand compliance with any of the provisions of this Agreement or rights accruing to it under this Agreement or fails to exercise any prerogatives set forth herein shall not be considered a waiver of such provisions, rights or prerogatives, nor shall it constitute novation or affect in any way the future exercise of such rights. No waiver by any Party shall operate or be construed as a waiver in respect to any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.8. Binding Effect; Assignment. This Agreement is the only instruments governing the acquisition, and thus being null void any understanding, memorandum, letter or other instrument dealing on the Transaction. This Agreement may not be assigned by either Party without the prior written consent of the other Parties. This Agreement shall be binding, irrevocable and irreversible and bind the Parties, the intervening consenting parties and their successors under any title This Agreement is the only document.

8.9. Full Agreement; Amendment. This Agreement replaces any other contract, agreement, proposal or document signed between the Parties concerning the Transaction and may only be amended by a written instrument, signed by the Parties.

8.10. Applicable Law. This Agreement shall be governed by and interpreted according to the Laws of Brazil.

8.11. Severability of Provisions. Should any provision of this Agreement become null or ineffective, the validity and effectiveness of the remaining provisions shall not be affected, so that

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they shall remain in full force and effects, and in such case the Parties shall conduct good faith negotiations seeking to substitute the null or ineffective provision with another that, to the extent possible and in reasonable form, attains the purpose and effects originally desired.

8.12. Independent Nature of Sellers' Obligations and Rights. The obligations of each Seller under this Agreement are individual and several (and not joint) with the obligations of any other Seller, and no Seller shall be responsible in any way for the performance of the obligations of any other Seller under this Agreement or any other agreement or document contemplated hereby. Nothing contained herein or in any other agreement or document contemplated hereby, and no action taken by any Seller pursuant hereto or thereto, shall be deemed to constitute the Sellers as, and each of the parties hereto acknowledges that the Sellers do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Sellers are in any way acting in concert or as a group, and none of the parties hereto shall assert any such claim with respect to such obligations or the transactions contemplated by this Agreement or any other agreement or document contemplated hereby and each of the parties hereto acknowledges that the Sellers are not acting in concert or as a group with respect to such obligations or the transactions contemplated herein or therein. Each of the parties hereto confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Seller shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other agreement or document contemplated hereby to which it is a party, and it shall not be necessary for any other Seller to be joined as an additional party in any proceeding for such purpose

IN WITNESS WHEREOF, the Parties and the Company execute this Agreement in 6 (six) counterparts of equal content and form, in the presence of the 2 (two) witnesses identified below.

Rio de Janeiro, 18<sup>th</sup> of July of 2014

*(the remainder of the page intentionally left blank)*

**RW BRASIL FUNDO DE INVESTIMENTOS EM PARTICIPAÇÃO**

/s/ Marcio Pinto Ferreira

Name: Marcio Pinto Ferreira  
Title: Gerente

/s/ Santos Clemente

Name: dos Santos Clemente  
Title: Gerente Executivo

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*(2/6 Signatures Page of the Agreement for Purchase and Sale of Shares and Other Covenants executed on July 18, 2014, by and among RW Brasil Fundo de Investimentos em Participação, Sidney Victor da Costa Breyer, Antonio Eduardo Zago de Carvalho, Equinix Brasil Participações Ltda. and Equinix South America Holdings Ltd.)*

/s/ Antonio Eduardo Zago De Carvalho  
**ANTÔNIO EDUARDO ZAGO DE  
CARVALHO**

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*(3/6 Signatures Page of the Agreement for Purchase and Sale of Shares and Other Covenants executed on July 18, 2014, by and among RW Brasil Fundo de Investimentos em Participação, Sidney Victor da Costa Breyer, Antonio Eduardo Zago de Carvalho, Equinix Brasil Participações Ltda. and Equinix South America Holdings Ltd.)*

/s/ Sydney Victor Da Costa Breyer  
**SIDNEY VICTOR DA COSTA BREYER**

**EQUINIX BRASIL PARTICIPAÇÕES LTDA.**

\_\_\_\_\_  
/s/ Eduardo Carvalho

Name: Eduardo Carvalho  
Title:

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

**EQUINIX SOUTH AMERICA HOLDINGS LLC.**

\_\_\_\_\_  
/s/ Simon Miller

Name: Simon Miller  
Title: VP of Finance, Americas

\_\_\_\_\_  
/s/ Mark Adams

Name: Mark Adams  
Title: Chief Dev Officer

**ALOG SOLUÇÕES DE TECNOLOGIA EM INFORMÁTICA S.A.**

\_\_\_\_\_  
/s/ Eduardo Carvalho

Name: Eduardo Carvalho  
Title: Presidente Alog Data Centers

\_\_\_\_\_  
/s/ Rodrigo Guerrero

Name: Rodrigo Guerrero  
Title: Director Nacional de Vendas Alog Data Centers

Witnesses:

1 - \_\_\_\_\_  
Name:  
ID.:  
CPF:

2 - \_\_\_\_\_  
Name:  
ID.:  
CPF:

**SCHEDULE 2.2**

**SELLER'S BANK ACCOUNT INFORMATION**

**NAME** RW Fundo de Investimento em Participações  
**ADDRESS** Avenida Presidente Juscelino Kubitschek, No. 2041  
**CITY** São Paulo  
**COUNTRY** Brazil  
**ACCOUNT** [\*\*\*\*]  
**BANK ID** [\*\*\*\*]  
**BANK BRANCH ID** [\*\*\*\*]  
**TAXPAYER'S REGISTER** 13.417.743/0001-03

**NAME** Antonio Eduardo Zago de Carvalho  
**ADDRESS** [\*\*\*\*]  
**CITY** [\*\*\*\*]  
**COUNTRY** Brazil  
**ACCOUNT** [\*\*\*\*]  
**BANK ID** [\*\*\*\*]  
**BANK BRANCH ID** [\*\*\*\*]  
**TAXPAYER'S REGISTER** [\*\*\*\*]

**NAME** Sidney Victor da Costa Breyer  
**ADDRESS** [\*\*\*\*]  
**CITY** [\*\*\*\*]  
**COUNTRY** Brazil  
**ACCOUNT** [\*\*\*\*]  
**BANK ID** [\*\*\*\*]  
**BANK BRANCH ID** [\*\*\*\*]  
**TAXPAYER'S REGISTER** [\*\*\*\*]

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**SCHEDULE 2.3**  
**CONTINGENCIES**

- R\$7.803.890,11 (seven million, eight hundred and three thousand, eight hundred ninety reais and eleven cents)

SCHEDULE 3.3(VI)

TERMINATION OF THE SHAREHOLDERS' AGREEMENT

TERMINATION AGREEMENT OF THE  
SHAREHOLDERS' AGREEMENT OF  
ALOG SOLUÇÕES DE TECNOLOGIA EM  
INFORMÁTICA S.A.

This termination agreement, dated as of [✕] (the "Termination Agreement"), is entered into by and among the following parties (each, individually, a "Party" and, collectively, the "Parties"):

(i) **EQUINIX SOUTH AMERICA HOLDINGS, LLC**, a limited liability company duly organized under the laws of the State of Delaware, United States of America, with headquarters at One Lagoon Drive, 4th Floor, Redwood City, California, United States of America 94065 ("Equinix");

(ii) **RW BRASIL FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES**, *a fundo de investimento em participações*, duly organized under the laws of the Federative Republic of Brazil, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. 13.417.743/0001-03, herein duly represented by its managing institution, CRV Distribuidora de Títulos e Valores Mobiliários S.A., a company with its headquarters in the City of São Paulo, State of São Paulo, at Avenida Presidente Juscelino Kubitschek, No. 2.041 and 2.235, Block A (part), Vila Olímpia, ZIP Code 04543-011, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. 62.318.407/0001-19, duly licensed by the

INSTRUMENTO DE RESCISÃO DO  
ACORDO DE ACIONISTAS DA  
ALOG SOLUÇÕES DE TECNOLOGIA EM  
INFORMÁTICA S.A.

Este instrumento de rescisão, datado de [✕] (o "Instrumento de Rescisão"), é celebrado por e entre as seguintes partes (cada uma, individualmente, a "Parte" e, conjuntamente, as "Partes"):

(i) **EQUINIX SOUTH AMERICA HOLDINGS, LLC**, *limited liability company* devidamente constituída segundo as leis do Estado de Delaware, Estados Unidos da América, sediada em One Lagoon Drive, 4º andar, Redwood City, California, Estados Unidos da América, 94065 ("Equinix");

(ii) **RW BRASIL FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES**, fundo de investimento em participações devidamente instituído segundo as leis da República Federativa do Brasil, inscrito no CNPJ/MF sob nº 13.417.743/0001-03, neste ato devidamente representado por sua instituição administradora, CRV Distribuidora de Títulos e Valores Mobiliários S.A., sociedade com sede na Cidade de São Paulo, Estado de São Paulo, na Avenida Presidente Juscelino Kubitschek, nº 2.041 e 2.235, Bloco A (parte), Vila Olímpia, CEP 04543-011, inscrita no CNPJ/MF sob nº 62.318.407/0001-19, devidamente credenciada pela Comissão de Valores Mobiliários para o exercício da atividade de administração de

Brazilian Securities Commission (*Comissão de Valores Mobiliários*) for the exercise portfolios and securities management activities pursuant to the Declaratory Act No. 11,015 of April 29, 2010, herein represented pursuant to its Bylaws;

(iii) **SIDNEY VICTOR DA COSTA BREYER**, Brazilian, married, bearer of identity card No. [\*\*\*\*], enrolled before the Taxpayer Registry (CPF/MF) under No. [\*\*\*\*], resident and domiciled in the City and State of [\*\*\*\*], at [\*\*\*\*];

(iv) **ANTONIO EDUARDO ZAGO DE CARVALHO**, Brazilian, married, bearer of identity card No. [\*\*\*\*], enrolled before the Taxpayer Registry (CPF/MF) under No. [\*\*\*\*], resident and domiciled in the City and State of [\*\*\*\*], at [\*\*\*\*];

as intervening parties;

(v) **ALOG SOLUÇÕES DE TECNOLOGIA EM INFORMÁTICA S.A.**, a *sociedade anônima* duly organized under the laws of the Federative Republic of Brazil, enrolled before the National Register of Legal Entities (CNPJ/MF) under No. 03.672.254/0001-44, with headquarters in the City and State of São Paulo, at Rua Doutor Miguel Couto No. 58, 5th floor (the “Company”);

and, for purposes of Articles 6 and 8 of the Shareholders’ Agreement (as defined below),

(vi) **EQUINIX, INC.**, a company duly organized under the laws of the State of

carteiras de títulos e valores mobiliários, nos termos do Ato Declaratório nº 11.015, de 29 de abril de 2010, neste ato representada nos termos de seu Estatuto Social;

(iii) **SIDNEY VICTOR DA COSTA BREYER**, brasileiro, casado, portador da carteira de identidade nº [\*\*\*\*], inscrito no CPF/MF sob o nº [\*\*\*\*], residente e domiciliado na Cidade e Estado do [\*\*\*\*], na [\*\*\*\*];

(iv) **ANTONIO EDUARDO ZAGO DE CARVALHO**, brasileiro, casado, portador da carteira de identidade nº [\*\*\*\*], inscrito no CPF/MF sob o nº [\*\*\*\*], residente e domiciliado na Cidade e Estado do [\*\*\*\*], na [\*\*\*\*];

como partes intervenientes;

(v) **ALOG SOLUÇÕES DE TECNOLOGIA EM INFORMÁTICA S.A.**, a sociedade anônima devidamente constituída de acordo com as leis da República Federativa do Brasil, inscrita no CNPJ/MF sob o nº 03.672.254/0001-44, sediada na Cidade e Estado de São Paulo, na Rua Doutor Miguel Couto nº 58, 5º andar (a “Companhia”);

e, para os fins dos Artigos 6º e 8º do Acordo de Acionistas (conforme definido abaixo);

(vi) **EQUINIX, INC.**, *corporation* devidamente constituída segundo as leis do Estado de Delaware, Estados Unidos da América, sediada em One Lagoon Drive, 4º andar,

Delaware, United States of America, with headquarters at One Lagoon Drive, 4th Floor, Redwood City, California, United States of America 94065;

(vii) **RIVERWOOD CAPITAL L.P.**, an exempted limited partnership, duly organized under the laws of the Cayman Islands, with headquarters at P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104;

(viii) **RIVERWOOD CAPITAL PARTNERS L.P.**, an exempted limited partnership, duly organized under the laws of the Cayman Islands, with headquarters at P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104;

(ix) **RIVERWOOD CAPITAL PARTNERS (PARALLEL – A) L.P.**, an exempted limited partnership, duly organized under the laws of the Cayman Islands, with headquarters at P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104; and

(x) **RIVERWOOD CAPITAL PARTNERS (PARALLEL – B) L.P.**, an exempted limited partnership, duly organized under the laws of the Cayman Islands, with headquarters at P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104.

#### WITNESSETH

**WHEREAS**, on October 31, 2012, the Parties entered into a certain shareholders' agreement of the Company (the "Shareholders' Agreement");

**WHEREAS**, on the date of execution of this

Redwood City, California, Estados Unidos da América, 94065;

(vii) **RIVERWOOD CAPITAL L.P.**, *exempted limited partnership* devidamente constituída segundo as leis das Ilhas Cayman, sediada em P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104;

(viii) **RIVERWOOD CAPITAL PARTNERS L.P.**, *exempted limited partnership* devidamente constituída segundo as leis das Ilhas Cayman, sediada em P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104,

(ix) **RIVERWOOD CAPITAL PARTNERS (PARALLEL – A) L.P.**, *exempted limited partnership* devidamente constituída segundo as leis das Ilhas Cayman, sediada em P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104; e

(x) **RIVERWOOD CAPITAL PARTNERS (PARALLEL – B) L.P.**, *exempted limited partnership* devidamente constituída segundo as leis das Ilhas Cayman, sediada em P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104.

#### CONSIDERANDOS

**CONSIDERANDO QUE**, em 31 de outubro de 2012, as Partes celebraram um determinado acordo de acionistas da Companhia (o "Acordo de Acionistas");

**CONSIDERANDO QUE**, na data de assinatura deste Instrumento de Rescisão, Equinix, direta ou indiretamente, adquiriu a totalidade das ações

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Termination Agreement, Equinix, directly or indirectly, acquired the totality of the shares of issuance of the Company, becoming its sole shareholder; and

**WHEREAS**, the Parties wish to terminate the Shareholders' Agreement;

**NOW, THEREFORE**, the Parties enter into this Termination Agreement, pursuant to the following terms:

1.1. **Termination.** The Parties hereby terminate the Shareholders' Agreement; *provided*, that Section 7.01, Section 8.01, Section 8.04 and Section 8.09 of the Shareholders' Agreement shall survive termination.

1.2. **Applicable Law; Jurisdiction.** This Termination Agreement shall be governed by the laws of the Federative Republic of Brazil. The Parties irrevocably and irretrievably agree to submit to the competent Courts of the City of [Rio de Janeiro], in the State of [Rio de Janeiro], Brazil, any demand or controversies resulting from this Termination Agreement with express waiver to any other Court, no matter how privileged it may be.

1.3. **Language.** This Termination Agreement is executed in the Portuguese and English languages. In case of a conflict between the Portuguese and the English versions, the Parties agree that the Portuguese version shall prevail.

**IN WITNESS WHEREOF**, the Parties enter into this Termination Agreement in 10 (ten) counterparts of equal content and form, in the

de emissão da Companhia, passando a ser a sua única acionista;

**CONSIDERANDO QUE**, as Partes desejam rescindir o Acordo de Acionistas;

**RESOLVEM** as Partes celebrar este Instrumento de Rescisão, de acordo com os seguintes termos:

1.1. **Rescisão.** Por meio deste Instrumento de Rescisão, as Partes concordam em rescindir o Acordo de Acionistas; observado, contudo, que a Seção 7.01, Seção 8.01, Seção 8.04 e Seção 8.09 do Acordo de Acionistas devem permanecer em vigor após a rescisão.

1.2. **Lei Aplicável; Jurisdição.** Este Instrumento de Rescisão será regido pelas leis da República Federativa do Brasil. As Partes, em caráter irrevogável e retratável, acordam em submeter aos Tribunais competentes da Cidade do [Rio de Janeiro], no Estado do [Rio de Janeiro], Brasil, quaisquer demandas ou controvérsias decorrentes deste Instrumento de Rescisão, renunciando expressamente a qualquer outro Tribunal, por mais privilegiado que seja.

1.3. **Idioma.** Este Instrumento de Rescisão é assinado em português e inglês. Em caso de conflito entre as versões em português e inglês, as Partes concordam que a versão em português deverá prevalecer.

**E, POR ESTAREM ASSIM JUSTAS E CONTRATADAS**, as Partes celebram este Instrumento de Rescisão em 10 (dez) vias de igual teor e forma, perante as 2 (duas) testemunhas identificadas abaixo, nesta data de

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presence of the 2 (two) witnesses identified below, in this date  
of [x], 2014, at the City of [Rio de Janeiro], State of [Rio de Janeiro].

[x] de [x] de 2014, na Cidade do [Rio de Janeiro], Estado do [Rio de  
Janeiro].

**SCHEDULE 3.3(VII)**

**RELEASE OF THE SHARE PLEDGE AGREEMENT**

This Termination and Release Agreement (the "Release Agreement") is entered as of [●] by and between:

**RW BRASIL FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES**, a *fundo de investimento em participações*, duly organized under the laws of the Federative Republic of Brazil, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. 13.417.743/0001-03, herein duly represented by its managing institution, CRV Distribuidora de Títulos e Valores Mobiliários S.A., a company with its headquarters in the City of São Paulo, State of São Paulo, at Avenida Presidente Juscelino Kubitschek, No. 2.041 and 2.235, Block A (part), Vila Olimpia, ZIP Code 04543-011, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. 62.318.407/0001-19, duly licensed by the Brazilian Securities Commission (*Comissão de Valores Mobiliários*) for the exercise portfolios and securities management activities pursuant to the Declaratory Act No. 11,015 of April 29, 2010, herein represented pursuant to its Bylaws ("RW FIP");

**EQUINIX SOUTH AMERICA HOLDINGS, LLC**, a corporation duly organized and existing under the laws of Delaware, enrolled with the Brazilian National Register of Legal Entities (CNPJ/MF) under No. 13.215.498/0001-51, whose principal place of business is located at c/o The Corporation Trust Company, Corporate Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware, United States of America, 19801, herein represented pursuant to its Bylaws ("Equinix");

And, as intervening-party:

**ALOG SOLUÇÕES DE TECNOLOGIA EM INFORMÁTICA S.A.**, a *sociedade anônima* duly organized under the laws of the Federative Republic of Brazil, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. 03.672.254/0001-44, with headquarters in the City and State of São Paulo, at Rua Doutor Miguel Couto No. 58, 5th floor, herein represented pursuant to its Bylaws (the "Company");

Equinix and RW FIP are hereinafter collectively referred to as the "Parties" and individually as a "Party".

**WHEREAS**, on October 31, 2012, RW FIP and Equinix, together with other parties, entered into a certain shareholders' agreement of the Company (the "Shareholders' Agreement"), whereby Equinix (i) granted to RW FIP the Put Option and (ii) agreed to pledge the totality of its Shares in favor of RW FIP, for purposes of guaranteeing the Secured Obligation;

**WHEREAS**, on October 31, 2012, RW FIP, Equinix and the Company entered into a Share Pledge Agreement, which was duly registered before the 10<sup>th</sup> Registry of Deeds and Documents of the City

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and State of São Paulo under No. 2023242, whereby Equinix pledged the totality of its Shares in favor of RW FIP, for purposes of guaranteeing the Secured Obligation (the "Share Pledge Agreement"); and

**WHEREAS**, on the date hereof, the Shareholders' Agreement was terminated and, as a consequence, the Secured Obligation shall no longer exist;

**NOW THEREFORE**, considering the foregoing premises, the Parties enter into this Release Agreement, pursuant to the following terms:

1. Termination of the Share Pledge Agreement and Release of Shares. Effective as of the date hereof, the Share Pledge Agreement is fully terminated and, therefore, the totality of the Shares held by Equinix are totally released from the Liens created under the Share Pledge Agreement.

1.1. RW FIP and Equinix hereby give to each other full release in respect of their rights and obligations under the Share Pledge Agreement, including, but not limited to, the powers granted by Equinix to RW FIP pursuant to Section 7 of the Share Pledge Agreement, which is hereby expressly revoked.

2. Registration and Perfection of the Release of Shares. Equinix shall as soon as practicable after the execution of this Release Agreement:

1. register this Release Agreement and the relevant Portuguese sworn translation with the competent Register of Titles and Deeds (*Registro de Titulos e Documentos*), no later than 30 (thirty) days as from the execution of this Release Agreement, pursuant to articles 1,432 and 1,452 of the Brazilian Civil Code;
2. cause the Company to register the terms of this Release Agreement and the release of the Lien created under the Share Pledge Agreement, in its Share Registry Book (*Livro de Registro de Ações Nominativas*), in accordance with articles 39 and 40 of the Brazilian Corporate Law, no later than 20 (twenty) days as from the execution of this Release Agreement. The registration in the Company's Share Registry Book shall contain the following wording: "*The pledge created over all shares issued by the Company owned by Equinix South America Holdings, LLC. on a first priority basis to RW Brasil Fundo de Investimento em Participações under the Share Pledge Agreement entered into on October 31, 2012 by and among Equinix South America Holdings, LLC. and RW Brasil Fundo de Investimento em Participações, has been released under the terms of the Termination and Release Agreement entered into on [X]*"; and
3. effect any other registrations and filings and take any other actions as may be necessary to perfect the release of the Lien over the Shares held by Equinix under this Release Agreement.

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[2.1. All expenses incurred with respect to the registrations, filings and other formalities mentioned above shall be borne by Equinix. Notwithstanding the foregoing, RW FIP, in its sole discretion, may decide to undertake any of the registrations, filings and other formalities described herein, whereupon [Equinix shall reimburse the reasonable costs and expenses to RW FIP related to such registrations, filings and other formalities.]

3. Defined Terms. The capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Share Pledge Agreement.

4. Governing Law; Jurisdiction. This Release Agreement shall be governed by the laws of the Federative Republic of Brazil. The Parties hereof irrevocably and irretrievably agree to submit to the competent Courts of the City of São Paulo, in the State of São Paulo, Brazil, any demand or controversies resulting from this Release Agreement with express waiver to any other Court, no matter how privileged it may be.

**IN WITNESS WHEREOF**, the Parties have executed this Release Agreement in 3 (three) counterparts of equal form and content, for all legal effects, in the presence of 2 (two) undersigned witnesses.

São Paulo, [date].

## Subsidiaries of Equinix, Inc.

<u>Name</u>	<u>Jurisdiction</u>
Equinix LLC	Delaware, U.S.
Equinix (US) Enterprises, Inc.	Delaware, U.S.
Equinix South America Holdings, LLC	Delaware, U.S.
Equinix RP II LLC	Delaware, U.S.
CHI 3, LLC	Delaware, U.S.
NY3, LLC	Delaware, U.S.
SV1, LLC	Delaware, U.S.
LA4, LLC	Delaware, U.S.
NY2 Hartz Way LLC	Delaware, U.S.
Equinix Pacific, Inc.	Delaware, U.S.
CHI 3 Procurement, LLC	Illinois, U.S.
Equinix Asia Pacific Pte Ltd	Singapore
Equinix Singapore Holdings Pte Ltd	Singapore
Equinix Singapore Pte Ltd	Singapore
Equinix Japan KK (in Kanji)	Japan
Equinix Australia Pty Ltd	Australia
Equinix Hong Kong Ltd	Hong Kong
Equinix Information Technologies Hong Kong Limited	Hong Kong
Equinix Information Technology (Shanghai) Co Ltd.	People's Republic of China
Equinix YP Information Technology (Shanghai) Co Ltd.	People's Republic of China
Equinix Europe Ltd	United Kingdom
Equinix Group Ltd	United Kingdom
Equinix (UK) Ltd	United Kingdom
Equinix (Services) Ltd	United Kingdom
Equinix Corporation Ltd	United Kingdom
Equinix Investments Ltd	United Kingdom
Equinix (London) Ltd	United Kingdom
Equinix (UK) Enterprises Ltd	United Kingdom
Equinix (Real Estate) GmbH	Germany
Equinix (Germany) GmbH	Germany
Upminster GmbH	Germany
Equinix (Germany) Enterprises GmbH	Germany
Equinix (France) SAS	France
Equinix (France) Enterprises SAS	France
Interconnect Exchange Europe SL	Spain
Equinix (Switzerland) GmbH	Switzerland
Equinix (Switzerland) Enterprises GmbH	Switzerland
Equinix (Netherlands) Holdings BV	The Netherlands
EQIX (Global Holdings) C.V.	The Netherlands

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Equinix (EMEA) B.V.	The Netherlands
Equinix (Netherlands) BV	The Netherlands
Virtu Secure Web Services BV	The Netherlands
Equinix (Real Estate) B.V.	The Netherlands
Equinix (Netherlands) Enterprises BV	The Netherlands
Equinix (Luxembourg) Holdings S.à r.l.	Luxembourg
Equinix (Luxembourg) Investments S.à r.l.	Luxembourg
Equinix Middle East FZ LLC	United Arab Emirates
Equinix Italia S.r.L	Italy
ancotel UK Ltd	United Kingdom
ancotel HK Ltd	Hong Kong
ALOG Soluções do Tecnologia em Infomática S.A.	Brazil
ALOG-03 Soluções do Tecnologia em Infomática Ltda.	Brazil
Equinix Do Brasil Participacoes Ltda.	Brazil
Moran Road Partners, LLC	Delaware, U.S.
Switch & Data LLC	Delaware, U.S.
Switch & Data Facilities Company LLC	Delaware, U.S.
Switch and Data Operating Company LLC	Delaware, U.S.
Equinix Operating Co LLC	Delaware, U.S.
Equinix Canada Ltd.	Canada
Equinix (Canada) Enterprises Ltd.	Canada
Switch and Data CA Nine LLC	Delaware, U.S.
Switch & Data MA One LLC	Delaware, U.S.
Switch And Data NJ Two LLC	Delaware, U.S.
Switch & Data/NY Facilities Company, LLC	Delaware, U.S.
Switch and Data VA Four LLC	Delaware, U.S.
Switch & Data WA One LLC	Delaware, U.S.

**CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Stephen M. Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equinix, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

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(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: November 7, 2014

/s/ Stephen M. Smith

Stephen M. Smith  
Chief Executive Officer and President

**CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Keith D. Taylor, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equinix, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

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(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: November 7, 2014

/s/ Keith D. Taylor

Keith D. Taylor  
Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Equinix, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen M. Smith, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Stephen M. Smith

Stephen M. Smith  
Chief Executive Officer and President

November 7, 2014

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Equinix, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Keith D. Taylor, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Keith D. Taylor

Keith D. Taylor  
Chief Financial Officer

November 7, 2014

