

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM 8-K

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

Date of Report (Date of earliest event Reported): October 6, 2005

EQUINIX, INC.

-----  
(Exact Name of Registrant as Specified in its Charter)

Delaware

000-31293

77-0487526

-----  
(State or Other Jurisdiction of (Commission File Number) (I.R.S. Employer  
Incorporation) Identification Number)

301 Velocity Way  
Foster City, California 94404  
(650) 513-7000

-----  
(Addresses, including zip code, and telephone numbers,  
including area code, of principal executive offices)

Check the appropriate box below if the Form 8-K filing is intended to  
simultaneously satisfy the filing obligation of the registrant under any of the  
following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17  
CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR  
240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the  
Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the  
Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry Into A Material Definitive Agreement.

On October 6, 2005, Equinix, Inc. ("Equinix" or the "Company") entered into an agreement (the "Agreement") with STT Communications Ltd. ("STT") and i-STT Investments Pte. Ltd. ("i-STT"). A copy of the Agreement, which terminates or modifies: (i) certain provisions in that certain Combination Agreement dated as of October 2, 2002 among Equinix, Eagle Panther Acquisition Corp, Eagle Jaguar Acquisition Corp, i-STT, STT, Pihana Pacific, Inc. ("Pihana") and Jane Dietze as Representative of the Stockholders of Pihana (the "Combination Agreement"); (ii) certain provisions in that certain Governance Agreement dated as of December 31, 2002 among Equinix, STT, i-STT and the stockholders of Pihana (the "Governance Agreement"); (iii) certain provisions in that certain Registration Rights Agreement dated as of December 31, 2002 among Equinix and the Initial Purchasers named therein and party thereto (the "Registration Rights Agreement,"); and (iv) that certain Collateral Account Control Agreement among Equinix, i-STT and Smith Barney, a Division of Citigroup Global Markets Inc. is attached to this report as exhibit 99.1.

Item 8.01. Other Events.

On October 6, 2005, Equinix issued a press release to announce that it has filed a shelf registration statement with the Securities and Exchange Commission in order to register 10,188,812 shares of the company's common stock (the "Offering"). All of the shares covered in such Offering may be offered by STT and/or its affiliates, including i-STT, as the selling stockholder. Other information related to the Offering is contained in the press release, a copy of

which is attached as Exhibit 99.2 hereto.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

99.1 Letter Agreement among Equinix, STT and i-STT.  
99.2 Press Release of Equinix, Inc. dated October 6, 2005  
announcing the Offering.

SIGNATURES

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

EQUINIX, INC.

DATE: October 6, 2005

By: /s/ KEITH D. TAYLOR  
-----  
Keith D. Taylor  
Chief Financial Officer

October 6, 2005

CONFIDENTIAL

VIA FACSIMILE AND EMAIL

Stephen Miller  
Chief Financial Officer  
STT Communications Ltd.  
51 Cuppage Road  
#10-11/17  
Starhub Centre  
Singapore 229469

Dear Steve,

Re: Termination of Certain Covenants and Agreements

This letter memorializes the agreement among STT Communications Ltd ("STT"), i-STT Investments Pte. Ltd. ("i-STT") and Equinix, Inc. ("Equinix" or the "Company") regarding the termination or modification of: (i) certain provisions in that certain Combination Agreement dated as of October 2, 2002 among Equinix, Eagle Panther Acquisition Corp, Eagle Jaguar Acquisition Corp, i-STT, STT, Pihana Pacific, Inc. ("Pihana") and Jane Dietze as Representative of the Stockholders of Pihana (the "Combination Agreement"); (ii) certain provisions in that certain Governance Agreement dated as of December 31, 2002 among Equinix, STT, i-STT and the stockholders of Pihana (the "Governance Agreement"); (iii) certain provisions in that certain Registration Rights Agreement dated as of December 31, 2002 among Equinix and the Initial Purchasers named therein and party thereto (the "Registration Rights Agreement," and together with the Combination Agreement and Governance Agreement, the "Transaction Agreements"); and (iv) that certain Collateral Account Control Agreement among Equinix, i-STT and Smith Barney, a Division of Citigroup Global Markets Inc. ("Smith Barney") (the "Control Agreement"). Except as modified herein, all of the terms and conditions of the Transaction Agreements shall remain in full force and effect.

STT, i-STT and Equinix acknowledge that Equinix will file on the date of this letter agreement a registration statement on Form S-3 (the "Registration Statement") pursuant to which restricted shares of Equinix capital stock beneficially owned by STT or its affiliates shall be offered (the "Offering") for resale. The time of the closing of the sale of Equinix capital stock in the Offering being the "Closing Time."

Although the Registration Statement will be filed on the date of this letter agreement, the parties hereto acknowledge that (i) the Offering may be sold directly, or through agents or dealers designated from time to time in a single transaction or from time to time on terms to be determined at the time of sale and (ii) there is no assurance that the Offering will be completed.

Except as set forth in Section 4 below, all provisions of this letter agreement shall become effective only at the Closing Time; provided that if the Closing Time does not occur on or before December 31, 2005 this letter agreement shall become null and void.

1. i-STT hereby agrees that the Control Agreement shall be terminated in accordance with its terms and shall be of no further force or effect. i-STT further agrees that it shall notify Smith Barney of the termination of the Control Agreement as required by Section 15 of the Control Agreement.
2. As of September 30, 2009 (x) Equinix shall no longer be bound by any provisions set forth in Section 6.19 of the Combination Agreement and (y) STT shall be deemed to immediately waive any and all of its rights under Section 6.19 of the Combination Agreement without any further action by STT.
3. Equinix shall no longer be bound by any provisions set forth in Article 3 of the Governance Agreement, and STT hereby waives any and all of its rights under Article 3 of the Governance Agreement.
4. In connection with the Offering, STT and Equinix anticipate the filing of a preliminary prospectus which will be used for marketing the Offering and which will be filed concurrent with the commencement of the roadshow relating to the Offering (the date of such filing being the "Supplement Filing Date"). Notwithstanding anything to the contrary in Section 4.3(c) of the Governance Agreement and Sections 2.1(e) and 2.5(c) of the Registration Rights Agreement and without prejudice to any other rights of the parties under any of these agreements, the parties hereto agree that the following expense reimbursement provisions shall be applicable:

a. At the Closing Time, STT will (directly or indirectly through any underwriting agreement that it may enter into in connection with the Offering) upon presentation of reasonable supporting documents, reimburse (or cause to be

reimbursed) Equinix for its customary costs and expenses reasonably incurred in connection with the Offering, which costs and expenses shall comprise:

- (i) printing costs;
- (ii) roadshow expenses (the "Roadshow Expenses"), and
- (iii) fees and expenses for external legal counsel, external auditors, and registration, filing and transfer agent fees (together, the "Other Expenses"), subject to a cap of US\$500,000,

provided that STT's obligation to reimburse Equinix for such costs and expenses will not exceed US\$1,000,000 in the aggregate.

STT and Equinix acknowledge that the bank(s) acting as underwriters will manage and incur, on behalf of Equinix, the Roadshow Expenses and printing costs for the Offering. It is envisaged that STT and Equinix will instruct such bank(s) to obtain a capped fee for the printing costs prior to the printing of the documents. For the avoidance of doubt, if the Closing Time occurs, STT acknowledges and agrees that neither it nor any of its affiliates shall be entitled to reimbursement from Equinix for any costs and expenses of the nature as described above which are incurred by STT or any of its affiliates in connection with the Offering.

b. If the Supplement Filing Date occurs but the Closing Time does not occur, then STT will, upon termination of the relevant underwriting agreement(s) and presentation of reasonable supporting documents, reimburse Equinix for 50% of all of its customary costs and expenses reasonably incurred in connection with the Offering, which costs and expenses shall comprise:

- (i) printing costs; (ii) Roadshow Expenses, and
- (iii) Other Expenses subject to a cap of US\$500,000,

provided that (1) STT's obligation to reimburse Equinix for 50% of such costs and expenses will not exceed US\$500,000 in the aggregate, and (2) such termination does not primarily result from (x) a breach by Equinix of any material provision of (i) any applicable underwriting agreement relating to the Offering or (ii) any Transaction Agreement or (y) the non-delivery, on each applicable closing date of the Offering, the relevant closing certificate(s) which are to be signed by an executive officer or other authorised person of Equinix, in accordance with the terms of any applicable underwriting agreement relating to the Offering. STT and Equinix acknowledge that the actual amount of such printing costs and Roadshow Expenses shall be as confirmed by the bank(s) and for which the bank(s) will be seeking reimbursement. For the avoidance of doubt, if the Supplement Filing Date occurs but the Closing Time does not occur, STT acknowledges and agrees that neither it nor any of its affiliates shall be entitled to reimbursement from Equinix for any costs and expenses of the nature as described above which are incurred by STT or any of its affiliates in connection with the Offering.

c. If the Supplement Filing Date does not occur, Equinix shall not be entitled to reimbursement from STT for any costs and expenses incurred by Equinix, nor shall STT or any of its affiliates be entitled to reimbursement from Equinix for any costs and expenses of the nature as described above which are incurred by STT or any of its affiliates in connection with the Offering.

This Section 4 shall be effective as of the date hereof.

If you have any questions concerning this matter, please contact me at (650) 513-7057.

Very truly yours,

/s/ RENEE F. LANAM  
-----

Renee F. Lanam

cc: Brandi Galvin Morandi  
Chris Dillon

ACKNOWLEDGED AND AGREED:

STT Communications Ltd.

i-STT Investments Pte. Ltd.

By: STEPHEN MILLER  
-----

By: PEK SIOK LAN  
-----

Its: CHIEF FINANCIAL OFFICER  
-----

Its: DIRECTOR  
-----

## Equinix Files Shelf Registration Statement

FOSTER CITY, Calif.--(BUSINESS WIRE)--Oct. 6, 2005--Equinix, Inc. (Nasdaq:EQIX), the leading provider of network-neutral data centers and Internet exchange services, today announced that it has filed a shelf registration statement with the Securities and Exchange Commission in order to register 10,188,812 shares of the company's common stock. All of the shares covered in this shelf registration may be offered by STT Communications Ltd, through one or more of its subsidiaries, including i-STT Investments Pte Ltd (together "STT") as the selling stockholder. There are no additional shares included in this shelf registration statement, other than what has previously been reported in our quarterly filings with the Securities and Exchange Commission.

The completion of any such offering will depend on a number of factors, including general market conditions and other factors that STT may deem relevant. The registration statement will facilitate the orderly disposition of STT's shares. At the time any securities are offered for sale, one or more prospectus supplements will be provided containing specific information about the terms of any such offering.

## About Equinix

Equinix is the leading global provider of network-neutral data centers and Internet exchange services for enterprises, content companies, systems integrators and network services providers. Through the company's Internet Business Exchange(TM) (IBX(R)) centers in 11 markets in the U.S. and Asia, customers can directly interconnect with every major global network and ISP for their critical peering, transit and traffic exchange requirements. These interconnection points facilitate the highest performance and growth of the Internet by serving as neutral and open marketplaces for Internet infrastructure services, allowing customers to expand their businesses while reducing costs.

This press release does not constitute an offer of any securities for sale. The securities may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act of 1933, as amended, and any public offering of the securities to be made in the United States will be made by means of a prospectus that may be obtained from Equinix, and that will contain or incorporate by reference detailed information about Equinix and its management as well as financial statements of Equinix.

This press release contains forward-looking statements relating to an offering of our shares by STT. The timing, terms and structure of any such offering may depend on a number of factors, including market conditions and the performance of Equinix. Factors impacting the performance of Equinix that might cause such differences include, but are not limited to, the challenges of operating IBX centers and developing, deploying and delivering Equinix services; a failure to receive significant revenue from customers in recently-acquired data centers; competition from existing and new competitors; the ability to generate sufficient cash flow or otherwise obtain funds to repay outstanding indebtedness; the loss or decline in business from our key customers and other risks described from time to time in Equinix's filings with the Securities and Exchange Commission. In particular, see Equinix's recent quarterly and annual reports filed with the Securities and Exchange Commission, copies of which are available upon request from Equinix. Equinix does not assume any obligation to update the forward-looking information contained in this press release.

Equinix and IBX are registered trademarks of Equinix, Inc.  
Internet Business Exchange is a trademark of Equinix, Inc.

## CONTACT: Equinix, Inc.

Jason Starr, 650-513-7402 (Investor Relations)  
jstarr@equinix.com

or

K/F Communications, Inc.  
David Fonkalsrud, 415-255-6506 (Media)  
dave@kfcomm.com